

# **MEMORANDUM OF AGREEMENT**

**Between the  
County of Ventura**



**and the  
California Nurses Association  
2020-2023**



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ARTICLE 1  
**TERM**

Sec. 101     **Term:** This Memorandum of Agreement (hereinafter "Agreement") between the California Nurses Association (hereinafter "Association" or "CNA") and the County of Ventura (hereinafter "County") is effective from March 17, 2020, up to and including March 17, 2023.

Sec. 102     **Successor Agreement:** In the event CNA desires to negotiate a successor Agreement, CNA shall, no more than six (6) months and no less than four (4) months prior to the expiration date referenced in Section 101, serve on the County its written request to commence negotiations as well as its initial written proposals for such successor Agreement.

Upon receipt of such written notice and proposals, the County shall, within thirty (30) days, present counter-proposals. Negotiations shall begin within thirty (30) days after receipt of CNA's proposals unless otherwise agreed to by the parties. Sections of this Agreement not addressed by either party in their proposals shall remain in full force and effect when a successor Agreement is implemented.

## ARTICLE 2 IMPLEMENTATION

This Agreement constitutes a mutual recommendation to be jointly submitted to the Ventura County Board of Supervisors (hereinafter referred to as "Board") and the California Nurses Association (hereinafter referred to as "CNA"). It is agreed that this Agreement shall not be binding upon the parties - either in whole or in part - unless and until approved by CNA and unless and until the Board:

- A. Acts, by majority vote, formally to approve said Agreement; and
- B. Enacts necessary resolutions and amendments to all County ordinances required to implement the provisions of this Agreement.

Commencing with the effective date specified in Section 101, this Agreement shall completely supersede the 2018-2020 agreement between the County and CNA.

### ARTICLE 3 RECOGNITION

This Agreement shall apply only to persons employed as Regular Employees in the following classifications and in any future CNA represented classifications added subsequent to this agreement. "Regular Employee" shall mean an employee who holds an allocated full-time or less than full-time position in the County budget excluding, but not limited to, extra help, fixed term, or intermittent employees, enrollees in training programs, and independent contractors (e.g. registry and travelers).

<b>Classification</b>	<b>Code</b>
Circulating Operating Room Nurse	00308
Licensed Vocational Nurse	00212
Neonatal Clinical Nurse Specialist	00344
Nurse Practitioner	00227
Physician's Assistant	00229
Psychiatric Technician-IPU	00343
Registered Nurse I	00304
Registered Nurse II	00305
Registered Nurse – Ambulatory Care	00230
Registered Nurse – Mental Health	00232
Registered Nurse – Public Health	00300
Senior Nurse Practitioner	00228
Senior Registered Nurse – Amb Care	00231
Senior Registered Nurse – Hospital	00307
Senior Registered Nurse – MH Acute Care	00234
Senior Registered Nurse – Mental Health	00233
Senior Registered Nurse – Public Health	00301

The terms "employee" or "employees" as used in this Agreement shall refer only to persons employed by the County who fully meet the foregoing criteria. The term "he" or "his" as used in this Agreement shall refer to all employees regardless of sex. The terms "wages", "salary", or "compensation" shall, unless otherwise provided, mean the applicable hourly or biweekly rate exclusive of any and all bonuses, differentials, or other enhancements.

## ARTICLE 4 RETIREMENT

Sec. 401      Effective July 6 2014, employees shall pay one hundred percent (100%) of the actuarially determined employee retirement contribution rate.

Effective July 6 2014, employees shall contribute an amount equal to fifty percent (50%) of the actuarially determined normal retirement cost.

The parties agree to implement all mandates of PEPRA as soon as administratively possible.

Sec. 402      **Safe Harbor Retirement Plan:** CNA accepts the County's "Safe Harbor" retirement plan and agrees that said plan is offered in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA), for employees not eligible for coverage under the provisions of the 1937 Retirement Act.

Sec. 403      **Purchase Of Prior Service:** Employees covered under this Agreement are eligible to purchase time for service under the Federal Civil Service, Los Angeles City Department of Water and Power, or State Teacher's retirement system, and military buy-back for employees with over thirty (30) years of County service for which the employee is not receiving, and will not receive, a pension.

Sec. 404      **New Retirement Plan:** CNA agrees to fully participate in the development of a new, less expensive retirement plan applicable to either new, regular employees or current employees who voluntarily elect to participate in said plan. CNA's "participation" shall include, but not be limited to, meeting with the County, its designated actuary(ies) or consultant(s), and other potentially affected Unions/Associations in an attempt to design such a plan. Subsequent to agreement upon the provisions of said plan, CNA further agrees to fully support its implementation by actively working in conjunction with the aforementioned groups, to first introduce and then support (by lobbying and other related efforts) any legislation necessary.

Sec. 405      **Retirement System Review:** The parties agree that during the term of this agreement if there is a Labor-Management Committee created to review the retirement system and it includes all recognized employee organizations, CNA will agree to participate.



Sec. 406      **Manner of Taxation:** Effective on or before January 9, 2011, the County shall, in accordance with Internal Revenue Code Section 414(h)(2), declare that it has agreed to “pick-up” the value of the employee paid retirement contributions so that the taxable income of the employees shall be reduced by the amount of the retirement contributions they will be paying.

ARTICLE 5  
SALARY PLAN

Sec. 501     **Pay/Salary Increase:**

1.     **General Salary Increases**

- A.     Effective March 22, 2020, the base hourly rate range of each classification covered by this MOA and the base hourly rate of pay of each individual employed in any such classification will be increased by two and one-half percent (2.50%).
- B.     Effective March 21, 2021, the base hourly rate range of each classification covered by this MOA and the base hourly rate of pay of each individual employed in any such classification will be increased by two and one-half percent (2.50%).
- C.     Effective April 3, 2022, the base hourly rate range of each classification covered by this MOA and the base hourly rate of pay of each individual employed in any such classification will be increased by two and one-half percent (2.50%).

2.     **Market Based Adjustments**

- A.     Effective April 5, 2020, the base hourly rate range of each classification listed in subsection "D," below, and the base hourly rate of pay of each individual employed in any such classification will be increased by one half percent (0.50%).
- B.     Effective April 4, 2021, the base hourly rate range of each classification listed in subsection "D," below, and the base hourly rate of pay of each individual employed in any such classification will be increased by three quarters of a percent (0.75%).
- C.     Effective April 17, 2022, the base hourly rate range of each classification listed in subsection "D," below, and the base hourly rate of pay of each individual employed in any such classification will be increased by three quarters of a percent (0.75%).
- D.     **Classifications Eligible for Market Based Adjustments:**

Licensed Vocation Nurses	00212
Neonatal Clinical Nurse Specialist	00344
Registered Nurse II	00305
Registered Nurse – Ambulatory Care	00230
Registered Nurse – Mental Health	00232
Registered Nurse – Public Health	00300
Senior Nurse Practitioner	00228
Senior Registered Nurse – Amb Care	00231
Senior Registered Nurse – Hospital	00307
Senior Registered Nurse – MH Acute Care	00234
Senior Registered Nurse – Mental Health	00233
Senior Registered Nurse – Public Health	00301

### 3. **Placement of Newly Hired Employees on to the Wage Grid**

“New Hire” shall be defined as an individual hired into a CNA-represented classification (as listed in Article 3 – Recognition) on or after September 15, 2014. Initial placement on to, and advancement within the Wage Grid shall be determined by the cumulative years of Verified Experience as defined below.

Verified Experience shall be determined based on the criteria set forth below:

- A. Verification of years of service shall be completed by the Agency prior to the New Hire’s first day of employment and the determination shall be based on the professional experience information supplied by the New Hire on their County application.
- B. The Agency’s determination of years of Verified Experience will be the basis for determining the appropriate placement of a New Hire on the Wage Grid.
- C. For the purposes of this Section, a year of Verified Experience shall be defined as 2,080 hours.
- D. Credit for one (1) salary step shall be given for each year of Verified Experience gained within a County of Ventura facility.
- E. Credit for one (1) salary step shall be given for each year of Verified Experience gained outside of the County of Ventura within that licensure.

- F. Subsequent movement through the salary range will be the same as for incumbent staff.

4. **Step Advances within the Wage Grid**

- A. An employee who is below the maximum step 20 shall be eligible for an annual step advance upon:
  - 1. Completion of an additional 2,080 hours of compensable service; and
  - 2. The timely submission by supervision/management of a performance evaluation with a rating of “competent” or better filed at least two months before the employee’s step advance anniversary date.
- B. If no performance evaluation is issued in accordance with subparagraph “4A (2)” above, the employee may submit a written request for their department to issue a performance evaluation. The Department Head, or his/her designee, shall cause issuance of an accurate performance evaluation within five (5) working days of the employee’s request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.
- C. An employee who has received an “Unsatisfactory” or “Improvement Needed” performance evaluation shall not be granted a step advancement in the position held when such rating was given until a “competent” or better rating is filed.

5. **Offsets for Increased Employee-Paid Retirement Contributions**

Effective July 6, 2014, in conjunction with Sec. 401, the base hourly rate range of each classification covered by this Agreement (and as identified in the Nurse Wage Grid Exhibit 2) and the base hourly rate of each employee therein shall be increased by two and forty-one hundredths percent (2.41%).

Sec. 502     **Compensation Schedule:** Except as otherwise provided herein, employees shall receive the compensation of the salary range assigned to the classification of the position in which they are employed and in

accordance with the pertinent conditions of employment enumerated in this Agreement.

Sec. 503     **Regular Pay Day:** Whenever compensation is fixed for any position, such compensation is the biweekly compensation to be paid to the person holding such position unless otherwise stated. Such biweekly compensation shall be paid to employees on or about the Friday following the end of the biweekly payroll period.

Sec. 504     **Pay On Termination:** Upon certification of the Human Resources Director that the employment of any employee is terminated prior to the expiration of the biweekly pay period, the compensation, and any other applicable incentive, bonus, or premium earned by that employee during that pay period, shall become due and shall be paid on the regular payday following the pay period in which termination occurred.

Sec. 505     **Pay For Less Than Full-Time Services Of Regular Exempt Employees:** Employees who are exempt from the overtime provisions of the FLSA are to be compensated on a salary basis only. In County service, an employee's FLSA status, and thus his method of compensation, is predetermined based on the job code in which the employee serves. The actual compensation for less than full time exempt employee is determined by the ratio of the agreed upon standard hours for the less than full-time function to the standard hours of 80 which are required for full-time employment. For example, a less than full time exempt employee with standard hours established at 40 would be paid 50 percent of the salary of an equivalent full-time employee in the same job code. Once determined by the assigned standard hours, this is the salary the less than full-time exempt employee will be paid every bi-week regardless of hours worked or reported.

Premium pay will also be paid to regular less than full-time employees on the same basis as full-time employees except that when premium pay is paid on a biweekly or monthly rate, that rate will be paid to less than full-time employees on a pro-rata basis.

Care must be used when assigning the standard hours of a less than full-time exempt employee. The standard hours of an exempt employee, not the actual hours worked, determines not only compensation but also impacts benefits, leave accruals, service hours, and retirement credits. Changes to the standard hours of an exempt employee shall be made no more frequently than once every three months and then only with the prior approval of the Director-Human Resources. More frequent changes

would be viewed as an attempt to compensate an exempt employee on an hourly basis in violation of FLSA.

Sec. 506     **Payment For Services Rendered On An Annual Basis:** Whenever the salary for any position is established as an annual rate, the employee appointed to that position shall be paid on a biweekly basis a salary equal to one twenty-sixth of the annual salary.

Sec. 507     **Pay/Salary Range Changes:** Whenever a higher pay/salary range is assigned to a classification, an employee holding such classification shall have his pay/salary increased by the percentage increase in the classification's pay/salary range, provided that no pay/salary shall be lower than the minimum of the new pay/salary range established for the classification. The employee's probation hours needed and/or merit increase hours needed shall not change in such an adjustment. Whenever a pay/salary range is assigned to a classification which previously was compensated on a flat rate, an employee shall either retain his pay/salary immediately prior to the establishing of such pay/salary range or receive the minimum of the pay/salary range established for the classification, whichever is greater. Whenever the County Executive Officer furnishes reasonable proof that an appointive employee whose classification was previously compensated on a flat rate is deserving of a higher placement in the newly established pay/salary range than the minimum of such range, the Board may authorize an adjustment to any point in the pay/salary range assigned to the classification. The employee's probation hours needed and/or merit increase hours needed shall not be affected by such an adjustment.

Whenever a lower pay/salary range is assigned to a classification, an employee holding that class shall receive the same pay/salary he was receiving on the day preceding the effective date of the new range if such pay/salary placement is within the newly established pay/salary range. In all other instances, whenever a lower pay/salary range is assigned to a classification, an employee holding the class whose pay/salary immediately preceding the effective date of the new range was in excess of the maximum of the new range, then such employee shall receive the maximum of the new range. The probation hours needed and/or merit increase hours needed of an employee affected by the establishment of lower pay/salary ranges for his classification shall not be affected by such an adjustment.

Sec. 508     **Pay/Salary On "Y" Rating:** When an employee is "Y" rated, his pay/salary immediately prior to the date of downward reclassification is

frozen and may not be increased until the maximum of the pay/salary range assigned his new classification exceeds the pay/salary he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing an approximately five percent (5%) increase in pay/salary and shall retain his probation hours needed and/or merit increase hours needed that was in effect immediately prior to the establishment of the "Y" rate. For purposes of this section the term "Y" rate shall mean the amount equal to the difference between the pay/salary for the prior classification and the new classification.

Sec. 509     **Pay/Salary Rate On Transfer:** Whenever an employee is voluntarily or involuntarily transferred or assigned to a position in a different classification having the same pay/salary range as his former position, he shall retain his pay/salary rate and his probation hours needed and/or merit increase hours needed.

Sec. 510     **Priority Of Increases:** Whenever a general increase, a merit pay/salary increase, a higher pay/salary range or pay/salary range placement, a promotional pay/salary increase or any combination thereof are effective on the same date, the pay/salary to which an employee is entitled shall be fixed as follows: to the pay/salary received by the employee on the preceding day shall first be added any general pay/salary increase, then any higher pay/salary range or pay/salary range placement, then any merit increase, and then any promotional increase.

Sec. 511     **Pay/Salary On Demotion Of A Promotional Probationary Employee:**

- A.     A promotional probationary employee demoted to the class he formerly occupied in good standing shall have the pay/salary status, probation hours needed and/or merit increase hours needed he would have achieved if he had remained in the lower class throughout the period of his service in the higher class.
- B.     Upon the request of the employee, a probationary employee may, upon approval of the Agency/Department head, be demoted to a class in which he did not previously hold status provided the Director-Human Resources certifies that said employee is qualified for the position to which he is demoted. Such employee shall be demoted to the entry level pay/salary in the lower class or, upon request by the Agency/Department head and approval by the Director-Human Resources, retain his current pay/salary or receive the top of the range for the lower class, whichever is less. The

employee shall also be required to serve a new probationary period.

- Sec. 512     **Pay/Salary On Demotion:** Whenever an employee who has completed his probationary period in a higher class is then demoted to a position in a lower class for reasons other than unsatisfactory performance, or for functional disability, he shall receive the highest pay/salary on the new range that does not exceed his hourly rate of pay/salary immediately prior to demotion and shall retain his merit increase hours needed.
- Sec. 513     **Pay/Salary On Promotion:**  
A regular employee who is promoted to a position in a class having a higher pay rate shall receive the pay rate for the higher class associated with the years of verified service for the employee. For example, a Registered Nurse II at “step 5” (e.g. 5 years of verified service) who promotes to a Sr. Registered Nurse – Hospital would receive the pay rate of the new higher classification at “step 5” (e.g. five years of verified service).
- Sec. 514     **Effective Date of Promotion:** Whenever a person is promoted, the effective date of his/her promotion shall always be the first (1<sup>st</sup>) Sunday of the first full pay period following the written and dated approval of the division head.
- Sec. 515     **Pay/Salary On Temporary Promotion:** An employee assigned to a higher classification to fill a vacancy caused by sick leave or other approved leave of absence, or any other reasons stipulated by this Agreement, and who serves in said higher classification for forty (40) consecutive work hours, shall thereafter be paid according to the pay/salary range of the class to which he has been temporarily promoted. Upon temporary promotion, an employee will receive either the minimum of the new pay/salary range or a five percent (5%) increase over his present pay/salary (Effective September 14, 2014, the employee shall receive the pay rate for the higher class associated with the years of verified service for the employee.), whichever is greater. In no case shall such pay/salary adjustment place the employee beyond the pay/salary range of the position to which he has been temporarily promoted. An employee so temporarily promoted shall receive this pay/salary as long as he continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in this Agreement as though he had been appointed on the day he began to receive the pay/salary designated for the position. The forty (40) hour



waiting period shall apply each time an employee is assigned to a higher classification in this manner.

This provision excludes those classifications whose specific duties and responsibilities require supervision in the absence of an immediate supervisor.

Sec. 516     **Payroll/Human Resources System Reopener:** The parties agree that if, during the life of this agreement, a new “Payroll/Human Resources” system is adopted, the County and CNA shall meet and confer prior to the implementation of the new system regarding any changes requiring negotiations that would affect employees.

Sec. 517     **Recruitment and Retention Committee:** A Joint Labor Management Committee (JLMC) may be convened by either party, but no more than once per quarter, to investigate recruitment and retention issues pertaining to nursing classifications represented by CNA. The JLMC shall consist of two members from the bargaining unit appointed by CNA, one CNA staff member, two members from the Health Care Agency, and one member from the County Executive Office. Findings shall be reported to the County Executive Office for final recommendation.

ARTICLE 6  
PREMIUM PAY

Sec. 601     **Bilingual Premium Pay:** Positions which require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Agency/Department Head, based upon criteria established by, and subject to approval by, the Director - Human Resources. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Director - Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or the level of their proficiency, whichever is less, subject to the conditions set forth herein.

Upon adoption of this agreement by the Board of Supervisors the rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$.65/HR
II	\$.80/HR
III	\$.90/HR

Employees in positions eligible to receive this premium shall receive the appropriate rate per hour compensated per biweekly pay period. Such premium pay shall be in addition to their base pay. To be eligible to receive this premium pay, upon the recommendation of the Agency/Department Head and the Director - Human Resources, the County Executive Officer must designate that such payment will be made.

Sec. 602     **Standby Premium Pay:** Should an employee be placed on formal standby duty, such an employee shall be compensated for actual time on call at one-quarter (1/4) of his regular hourly wage or at the Federal minimum wage, whichever is greater, and for time worked as a result of a callback to duty at one and one-half times his hourly wage. In no instance shall a callback to duty be considered as less than two (2) hours for pay purposes. No employee shall be paid for call back time and standby simultaneously. All employees excluded from the overtime provisions of this Agreement are also excluded from the provisions of this Section.

It is the intent of the parties that, on a unit-by-unit or, if appropriate, specialty basis, employees should not be involuntarily scheduled to serve on formal standby when other unit or specialty employees have volunteered to do so. Procedures governing the bidding for standby shall

be established in accordance with the aforementioned intent provided, however, the parties agree that Management is otherwise exclusively vested with the right to schedule standby as operationally appropriate. Standby hours are limited to no more than forty-eight (48) hours of on-call or standby hours bi-weekly unless an employee mutually consents with management to schedule additional hours of standby. Upon the request of Management, an employee may agree to work a callback in a unit other than that for which he/she is initially scheduled for standby. As an alternative to standby, employees may be assigned any duties necessary for the operations of VCMC to include working outside the classification of nursing duties.

County agrees to count towards retirement those hours worked as a result of call back to duty. At no time will hours worked over a total of 80 in a bi-week count towards retirement. County commits to have this procedure in place by the second reading and approval by the County Board of Supervisors of this agreement.

Sec. 603 **Evening And Night Shift Differential Premium Pay:** Shift differential pay shall be paid as described below.

Shifts under this MOA shall be defined as follows:

Day Shift: The work hours between 7:00 a.m. and 3:00 p.m.

Evening Shift: The work hours between 3:00 p.m. and 11:00 p.m.

Night Shift: The work hours between 11:00 p.m. and 7:00 a.m.

The payment of a shift differential shall be subject to the following conditions:

- A. An Evening Shift differential premium payment of seven and one-half percent (7.5%) of an employee's base pay/wage shall be paid for each hour worked between 3:00 p.m. and 11:00 p.m.
- B. Employees who work fifty percent (50%) or more of their shift during the Evening Shift shall receive the Evening Shift differential premium payment for their entire shift.
- C. A Night Shift differential premium payment of fifteen percent (15%) of an employee's base pay/wage shall be paid for each hour worked between 11:00 p.m. and 7:00 a.m.

- D. Employees who work fifty percent (50%) or more of their shift during the Night Shift shall receive the Night Shift differential premium payment for their entire shift.
- E. Scheduled 8-hours shifts, 9/80 schedules, or similar shifts occurring Monday thru Friday and beginning and completed between 6:00 a.m. and 7:00 p.m. shall not be eligible for any shift differential to ensure that employees working a typical County business week schedule are not eligible to receive a shift differential premium payment.

Sec. 604     **Evening And Night Shift Differential Compensation While On Paid Leave:** All paid leave shall include compensation for shift differential for those employees exclusively assigned to work hours qualifying for such differential under Section 603. All other employees shall only receive shift differential during those hours actually worked which qualify for the differential.

Sec. 605     **In-House Registry:** The County agrees to implement an In-House Registry as described in Exhibit A.

ARTICLE 7  
HEALTH INSURANCE

Sec. 701     **County Contribution:**

- A.     Full-time employees covered by this Agreement are provided benefits by the County of Ventura Flexible Benefits Program ("Cafeteria Plan"). Subject to the terms and conditions of the Cafeteria Plan Document, the County shall contribute \$397.00 per biweekly pay period toward the Cafeteria Plan for each full-time employee.

Effective March 22, 2020, the County shall contribute \$472.00 biweekly for each full-time employee.

Effective December 13, 2020, the County shall contribute \$547.00 biweekly for each full-time employee.

Effective December 12, 2021, the County shall contribute \$597.00 biweekly for each full-time employee.

- B.     Flexible credits for enrolled less than full-time employees shall be established on a separate basis from full-time employees. For each enrolled less than full-time employee, and subject to the conditions of the plan document, the County shall contribute an amount not to exceed \$278.00 per bi-weekly pay period towards the Flexible Benefits Program. For purposes of this Article only, less than full-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty (60) hours per biweekly pay period.

Effective March 22, 2020, the County shall contribute \$330.00 biweekly for each enrolled less than full-time employee.

Effective December 13, 2020, the County shall contribute \$383.00 biweekly for each enrolled less than full-time employee.

- B.     Effective December 12, 2021, the County shall contribute \$418.00 biweekly for each enrolled less than full-time employee.

Sec. 702     **Continuation Of Medical Plan:** It is the intent of the parties to fully comply with the provisions of both the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Notwithstanding the

requirements of either Act, should an employee go on a medical or maternity leave of absence without pay, or a qualifying personal leave to care for a spouse, child, or parent with a bona-fide serious medical condition, the County agrees to continue to make its contribution to the medical premium for up to six (6) biweekly pay periods provided, however, that any such biweekly period covered pursuant to this provision shall be credited towards, and not be considered in addition to, any requirement of the FMLA or CFRA. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.

Sec. 703     **Labor/Management Committee:** CNA agrees that it is in the best interest of the parties to review the current Health Insurance Plan to determine if the Plan design is the most efficient and economical for the benefits provided by the plan. The County agrees to consult with CNA, per Section 704, on health insurance benefits and the solution of claims processing problems when requested. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. Such committee shall meet quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities.

Sec. 704     **County's Right To Make Changes:** The parties agree that the County retains the exclusive right to make changes necessary to administer the Cafeteria Plan, and CNA specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes. Such changes may include, but are not limited to, the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

Notwithstanding the above, County agrees to give CNA thirty (30) days notice of any changes proposed to be made to the Plan and to afford CNA an opportunity to express its opinion regarding them. Any changes in the plan initiated by the County must be submitted to the Board of Supervisors for approval at a regular session. Said notice and opportunity to communicate shall not be interpreted as an obligation on the part of the County or a right on the part of CNA to meet and confer or otherwise consult or negotiate regarding these issues.

Sec. 705     **State Disability Insurance (SDI):** The parties agree to continue participation in the employee paid State Disability Insurance Program

(SDI) pursuant to applicable State regulations and the following provisions:

- A. For purposes of this Section only, the term "employee" shall include regular employees assigned to County classifications. This inclusion in the SDI program will not confer any representation rights to temporary help employees or alter in any way the definition of "employee" in the County's Personnel Rules and Regulations or this Agreement.
- B. If the bargaining unit chooses to withdraw from SDI after the required two (2) years, its membership must present, via CNA, a majority petition indicating such desire.
- C. This program shall be administered by the County.
- D. The employee shall pay all costs of the program.
- E. Per State regulations, benefits for employees not previously covered by SDI shall become effective approximately seven (7) months after enrollment.

Sec. 706     **Affordable Care Act:** During the term of this Agreement, either party shall have the option to compel the other to meet with it to discuss the impact of the Affordable Care Act on the provisions of Article 7; provided, however, that no change to the provisions of Article 7 shall occur without the mutual agreement of the parties.

Sec. 707     **Low Census Call-Off:** An employee who has been relieved from duty by VCMC/SPH management due to patient census shall not have their Flexible Benefits Allowance adjusted downward within the first three (3) consecutive pay periods if their hours worked drop below the minimally required hours to maintain their current benefit level.

ARTICLE 8  
**OTHER COMPENSABLE BENEFITS**

- Sec. 801     **Mileage Reimbursement:** Employees who are required to use their personal vehicles for County business shall be reimbursed at a rate equivalent to the Standard Mileage Rate established by proclamation of the Internal Revenue Service.
- Sec. 802     **Necessary And Actual Expenses:** Necessary and actual expenses incurred by an employee while attending to business of the County may be reimbursed with the approval and authorization of the Department/ Agency Head. A statement of justification satisfactory to the Auditor- Controller shall be submitted with the claims. Such reimbursement, however, does not apply whenever the provisions in law provide for payment of such expenses.
- Sec. 803     **Weekends Worked:** Any regular employee in any classification represented by this Agreement who works a weekend shift shall receive, in addition to all other compensation allowed for in these Articles, two dollars (\$2.00) per hour for all hours worked during the weekend shift. Weekend shift hours fall in the period between 11:00 p.m. Friday and 7:00 a.m. Monday.
- Sec. 804     **Conferences and Seminars:** The County recognizes the value to be obtained from having employees attend management approved job-related conferences and seminars. It shall be the policy of the County, whenever possible and within departmental guidelines, to advance employee's transportation, lodging, and meal allowances, if applicable, prior to the employee leaving for the conference or seminar.
- Sec. 805     **A. Certification Pay:** Any permanent employee in any classification represented by this Agreement who acquires and maintains certification(s) issued by a national or state recognized organization is eligible for certification pay per shift of \$0.813 per hour compensated for each certification to a maximum of five (5) certifications per employee upon the employee providing appropriate documentation and requesting certification pay. In order to qualify for the certification pay, certifications must be deemed clinically appropriate by Nursing Administrators and must be related to the employee's regular assignment.
- B. In addition to the certification pay set forth in section 805A above, registered nurses within the Emergency Department who acquire and maintain a Mobile Intensive Care Nurse (MICN) certification shall be



eligible for certification pay per shift of \$0.813 per hour compensated.

Certification pay shall be granted pursuant to this section only after submission of appropriate documentation to their nursing manager or his/her designee, who shall submit the documentation to HCA HR within seven (7) business days of receipt. Employee will become eligible for the certification pay the first day of the first full pay period following the receipt of the approved documentation by HCA HR.

Any employee who receives the Certification Pay pursuant to the provisions of this Section, and who is absent as the result of having utilized a day of paid sick leave, paid annual leave, paid vacation, or paid holiday, shall continue to receive the Certification Pay as if they had worked their regular shift for that day(s). Any otherwise eligible part-time employee who takes such day of paid leave off, shall be compensated on a pro-rata basis.

Employees that move departments shall be given up to 6 months, if necessary, to acquire the applicable certifications of the new department without any loss of certification pay.

Sec. 806     **Public Health Nurse Certificate:** Each individual employed in the classification of Registered Nurse - Public Health or Senior Registered Nurse – Public Health, with exception of those holding a Master’s degree, shall receive a Public Health Nurse Certificate premium differential of 3.5% of base pay for each compensable hour.

Sec. 807     **"Charge Nurse" Premium Pay:** The purpose of the Charge Nurse role is to facilitate safe and effective operational flow of the nursing unit. The County shall make every effort to ensure a Charge Nurse shall not be scheduled for primary care assignments. As designated and approved by VCMC/SPH Nursing Administration, a premium will be paid for each compensable hour worked as follows:

- A.     Two dollars and fifty cents (\$2.50) per hour for all VCMC/SPH Nursing Units including for relief Senior Registered Nurse – Mental Health; and,
- B.     A Charge Nurse who is assigned patients shall receive, in addition to the premium pay set forth in section 807A, a premium of one dollar and fifty cents (\$1.50) per hour for each hour worked for all VCMC/SPH Nursing Units including for relief Senior Registered

Nurse – Mental Health. The County will make a good faith effort to schedule Charge Nurse assignments out of ratio; and,

C. Four dollars (\$4.00) per hour for VCMC relief "House Supervisor."

Sec. 808 **Preceptor Pay:** An RN who is assigned by the Director of Nursing or their designee and has verifiable competencies to perform, as a preceptor, shall receive an additional compensation of one dollar (\$1.00) per hour for any hours recognized as precepting. This preceptor pay will become effective the pay period beginning February 12, 2006.

Sec. 809 **Continuous County Service:** Effective December 28, 2008, employees with the following years of continuous County service shall receive the following incentive pay:

7 years – 1.0%  
12 years – 1.25%  
17 years – 1.5%

For the purpose of this section, 1 year of service is equal to 2,080 hours of service in an eligible classification.

In the event a CNA-represented employee promotes into one of the following seven (7) management classifications and subsequently demotes back to a CNA-represented class, the time spent in the management class shall count toward continuous County service in a class that is now represented by CNA for the purposes of this section.

Management Classifications:

Supervising Public Health Nurse (01902)  
Hospital Nurse Manager (01370)  
Director Hospital Nursing (00642)  
Clinical Nurse Manager (01371)  
Assistant Director Hospital Nursing (00079)  
Supervisor-Mental Health Services (01148)  
Supervisor-Mental Health Services Inpatient (01540)

Sec. 810 **Float Nurse Premium Pay:** As designated by the Director of Nursing or designee, a nurse who floats from his/her home unit will be paid a premium of two dollars and fifty cents (\$2.50) per hour for any hours worked in a unit other than their home unit. This does not pertain to a nurse who is working in another unit on an In-House Registry shift.

See Exhibit B.

- Sec. 811      A.      Educational Incentive: In addition to his/her base hourly wage, an employee shall receive incentive pay in the noted amounts for educational attainments which, as per the official class specification maintained by the County Human Resources Department, are not specifically required for the classification in which he/she is employed:

Associate's Degree.....	+2.5%
Bachelor's Degree.....	+3.5%
Graduate's Degree.....	+5.0%

Incentives may be granted pursuant to this subsection only after submission of appropriate documentation to, and approval by, the Director - Human Resources.

- B.      Educational Incentive - In General: No employee shall be eligible to receive more than one level of educational incentive pay. An employee shall be eligible to receive only the highest level for which the employee qualifies.

Sec. 812      **Personal Property Reimbursement Policy:**

- A.      Criteria - When employees have an item of personal property lost, damaged or stolen while in the line of duty and through no fault of their own and when that item is necessarily worn, carried or required as part of their job, a claim for reimbursement may be submitted to the Safety and Claims Officer.
- B.      Amount of Claim - The minimum claim shall be for a cumulative total of ten dollars (\$10) per incident; claims of under ten dollars shall not be processed. The maximum amount any one employee may claim is five hundred dollars (\$500) in one year.
- C.      Level of Reimbursement - Glasses, dentures, hearing aids or other prosthesis and watches will be reimbursed as provided for in Section D. All items of personal property listed in Table I which are damaged, lost or stolen will be reimbursed at a formula rate, as provided for in Tables I and II. Such a formula will be based on the age, replacement cost, life expectancy and condition of the article

at the time it was lost, damaged or stolen. The formula is derived by use of the following table:

**TABLE I - LIFE EXPECTANCY RATE**

MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Yrs)	Item	Rate (Yrs)
Coats & Jackets	3	Coats & Jackets	3
- Leather & Suede	4	- Leather & Suede	4
Hats	1	Blouses	1.5
Neckties	1	Dresses	2
Rainwear		Rainwear	
- Plastic	1	- Plastic	1
- Fabric	2	- Fabric	2
Shoes	1.5	Shoes	9 mos
Shirts	1.5	Shirts	2
Slacks	2	Slacks	1.5
Suits	3	Suits	3
Sweaters	2.5	Sweaters	2
Socks	.5	Uniforms	1.5
Sport Coats	4	Underwear	
Work Clothes	.5	- Foundation Garments	6 mos
Underwear	1	- Panties	6 mos
		- Slips	1.5

**TABLE II - CALCULATION OF CLAIMS REIMBURSEMENT VALUES**

Life Expectancy Rating					Reimbursement Value		
AGE OF ARTICLE IN MONTHS					% OF REPLACEMENT COST		
1	2	3	4	5	EXCELLENT	AVERAGE	POOR
0-4	0-4	0-4	0-4	0-4	100%	100%	100%
4-7	4-7	4-10	4-13	4-16	75%	75%	60%
7-9	7-13	10-19	13-25	16-31	70%	60%	45%
9-11	13-19	19-28	25-37	31-46	50%	40%	30%
11-13	19-25	28-37	37-49	46-61	30%	20%	15%
13-62	25-62	37-62	56-62	61-62	20%	15%	10%
62+	62+	62+	62+	62+	--	--	--

Using the replacement cost, the life expectancy, the actual age and condition, a reimbursement percentage will be established and from that the amount of payment will be determined. All items will be subject to a ten dollar (\$10) minimum claim limit and a maximum payment of five hundred dollars (\$500).

- D. The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost less any insurance payment, if any, of lost or stolen items or the repair cost of items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to a ten dollar (\$10) minimum claim limit and a maximum of five hundred dollars (\$500).

Jewelry items will not be reimbursable. Lost, stolen or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to a maximum of seventy dollars (\$70). They will also be subject to a ten dollar (\$10) deductible.

All damages to private automobiles or automobile equipment will not be reimbursable under this policy.

EXAMPLE:

<u>Man's Slacks:</u>	Replacement Cost	\$18.00
	Life Expectancy	Two years
	Actual Age:	18 months
	Condition:	Average
	Reimbursement Value:	40% or \$7.20

ARTICLE 9  
**TEXTBOOK AND TUITION REIMBURSEMENT**

- Sec. 901 **Purpose:** To provide a program whereby employees are reimbursed for the costs of textbooks, tuition, registration and laboratory fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time.
- Sec. 902 **Eligible Employees:** Regular, probationary, full time and less than full-time employees (on a pro rata basis) are eligible to participate in this program.
- Sec. 903 **Courses Eligible:** The following criteria will be used in determining eligibility for reimbursement:
- A. Courses must have a reasonable potential for resulting in more effective County service.
  - B. Courses directly related to the employee's occupational field are eligible.
  - C. Courses that are prerequisite to job-related courses are also eligible.
  - D. Job-related courses preparing an employee for promotion in his job field, or a job field for which there are promotional opportunities within County service.
  - E. Course work which is required to receive a job-related Bachelor's or Master's Degree is eligible for reimbursement.
  - F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement. A grade of "A" or "B" or its equivalent (Pass for Pass/Fail courses) is required for reimbursement for graduate courses.
  - G. Job-related courses, conferences and seminars offered by professional societies approved by the Director of Health Care Agency or his representative also qualify for reimbursement under the County Textbook and Tuition Reimbursement Program.
  - H. Courses must be offered by a school recognized by the State of California, the Department of Health, Education and Welfare, or the Veteran's Administration, unless otherwise provided in this Article.

- I. Seminars and workshops directly job-related are eligible if offered in conjunction with a recognized college, educational institution or professional organization. The course work must be recommended and approved by the Department/Agency head.

**Sec. 904 Courses Not Eligible For Reimbursement:**

- A. Those taken to bring unsatisfactory performance up to an acceptable level.
- B. Those which duplicate in-service training.
- C. Those which duplicate training the employee has already received.

**Sec. 905 Textbook And Tuition Reimbursement:**

- A. Employees shall be eligible for 100% reimbursement for Agency approved, off duty, job-related recognized coursework up to a maximum of six hundred dollars (\$600.00) per fiscal year for lower division courses and/or nine hundred dollars (\$900.00) per fiscal year for upper division or graduate coursework. Employees shall be eligible for 100% reimbursement for Agency approved, off duty, job-related nurse certification testing fees to a maximum of nine hundred dollars (\$900.00) per fiscal year. The approval referenced herein must be obtained prior to registration for the class/test. This benefit is to be applied to the fiscal year in which the coursework/test is completed.

The provisions of section 905A shall become null and void effective 6/30/2020.

- B. Commencing with the fiscal year beginning 7/1/2020, the County shall, unless otherwise designated in this MOA, provide for 100% of tuition and course-related textbooks or 100% reimbursement for Agency approved, off duty, job related nurse certification testing fees up to a maximum of two thousand dollars (\$2,000) per fiscal year in accordance with the provisions of this Article. The approval referenced herein must be obtained prior to registration for the class/test. This benefit is to be applied in the same fiscal year in which the course work is completed.
- C. Agency/Department Heads shall not authorize expenditures in excess of the maximum.

Employees who work a .9 work schedule or greater shall be eligible for 100% reimbursement. Reimbursement for employees covered by this Agreement who work less than a 0.90 schedule shall be eligible for a \$222.00 reimbursement for each 0.10 FTE. For example, a nurse with a standard schedule equivalent to a 0.60 FTE would be eligible for a \$1332.00 reimbursement in each fiscal year.

Sec. 906 **Costs Not Covered:** In terms of both time and money, the following costs are not covered by the program:

- A. Courses must be taken on the employee's own time, on compensatory time, or vacation time, or administrative leave approved in advance by the Department/Agency head. Department/Agency heads are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this section is to not provide for time off with pay.
- B. Neither transportation nor mileage reimbursement are provided for by this program.
- C. Parking fees, meals and other costs not specifically covered in this program will not be paid by the County.
- D. Costs for which reimbursement is received from other sources, except that portion not covered from other sources will be paid by the County up to the maximum as provided by this Article.

Sec. 907 **Textbook And Tuition Program Administration:** The Department/Agency head is responsible for the administration of this program. Applications for reimbursement must receive approval by the Department/Agency head prior to the first class session. An official record of grades and receipts must be received by the Department/Agency head within ninety (90) days after the last class session. Reimbursement will be made to the employee within two (2) weeks after grade cards and receipts have been received by the Department/Agency head. New employees, however, will not be reimbursed until they have completed 1,040 hours of compensable service with the County. The Director - Human Resources may develop such forms and additional procedures necessary to accomplish the intent of this textbook and tuition program.



Sec. 908 **Use Of Textbook & Tuition - Out Of State:** An employee shall be entitled to reimbursement for classes/courses taken out of state, provided that all the above criteria are met and it results in no additional cost to the County.

Sec. 909 **Bachelors of Science in Nursing:** The Health Care Agency (HCA) is offering a program for a Bachelor of Science in Nursing (BSN) degree for registered nurses employed with HCA. Registered Nurses (R.N.'s) who qualify for and enroll in a BSN degree program may be eligible to receive up to a maximum of two thousand dollars (\$2,000) each fiscal year for textbook and tuition reimbursement in addition to the reimbursement allowed by section 905 of this MOA. Participants of this reimbursement program must utilize the amounts allotted in Section 905 prior to receiving any reimbursement under this program and must currently be employed by the Health Care Agency to receive said reimbursement. The employee (R.N.) must have passing grades each semester in order to continue eligibility for reimbursement. There will be a maximum of forty (40) employees eligible for this reimbursement per fiscal year. Full time employees will receive priority.

This reimbursement program is subject to an annual review of effectiveness and renewal by the Health Care Agency, to be approved by the County Executive Office.

## ARTICLE 10 HOURS OF WORK

- Sec. 1001 **Normal 80-Hour Biweekly Work Schedule:** Except as may be otherwise provided herein or by law, the County's normal biweekly work schedule shall consist of ten (10) working days of eight (8) hours each. The provisions of this Article are intended to define a normal work schedule and do not, in any way, guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons; however, this does not preclude employees or CNA from grieving the practical consequences of that action.
- Sec. 1002 **Other Allowable Work Schedules:** A Department/Agency head may, following communication with the employees involved, assign, or reassign, employees of the Department or Agency to any schedule which aids the Department's/Agency's ability to serve the public if such schedule is not a violation of State or Federal law. Whenever possible, and on a unit-by-unit basis, the County agrees to provide at least three (3) weeks advance notice prior to implementation to both the affected employees and CNA of any change to the unit's scheduled work hours. The Nurse Manager of the specified unit will discuss with the employee prior to the change being made. For purposes of this section, "unit" shall be defined in the same manner as is found in Section 1008G. Public Health shall be defined as a unit for the purposes of this section only.
- Sec. 1003 **Schedule Changes:** The County and CNA agree to meet and discuss problems with, or changes to, work schedules on a Department/Agency basis upon request of either party. CNA represented member schedules will be posted twenty-one (21) days in advance from the first day of the new schedule. Once posted, any and all changes made by a CNA member or a manager will be mutually agreed on prior to the change occurring.
- Sec. 1004 **Permanent Weekend Assignment:** If a CNA represented employee who was hired to work weekends wants a weekend off and is able to find a like replacement, that does not incur overtime or Registry use, that employee will be given the weekend off if approved by Management prior to taking time off and will not be unnecessarily denied.
- Sec. 1005 **Benefit Accruals For Other Than 8-Hour Employees:** Benefit accruals for full-time regular employees on work schedules consisting of shifts other than eight (8) hours shall be on the same hourly basis as other full-time regular employees, with accrual based on regular scheduled hours.

Sec. 1006 **Variable Work Hour Program:**

A. DEFINITIONS:

1. Variable Work Hours will be defined as either a compressed work week, or flexible working hours.
2. Compressed Work Week is defined as a work week schedule which permits employees to work their usual number of working hours in fewer days per pay period; for example, by working the "normal" weekly hours in four days (4/10) or the "normal" biweekly hours in nine days (9/80).
3. Flexible Working Hours gives the employees the options of changing their starting and ending times on a periodic basis as determined by management in consultation with the employee.
4. Job Sharing – County will consider job sharing as budget and program constraints allow as outlined in the County Administrative Policy Manual.

B. CONDITIONS:

When a variable work hour arrangement is implemented, the following conditions will apply:

1. The determination to implement a variable work hour program shall be at the sole discretion of the Department/Agency Head.
2. A Department/Agency Director may decide to cancel the program at any time, at which time the employees shall be assigned another work schedule. Cancellation will be preceded by a fourteen (14) calendar day notification.
3. Eligibility for variable work hours will be at the sole discretion of the Department/Agency Head.
4. On a compressed work week program, use of full vacation, sick or annual leave day will be charged according to the scheduled day; for instance, 10 hours will be charged to an employee on the 4/10 schedule, and, depending upon the scheduled hours of the employee, either 8 or 9 hours if scheduled to work the 9/80.

5. Any employee requesting change in a schedule or flexible working hours schedule will require his supervisor's approval, subject to management's review.
6. Any change in working hours schedule shall be at the sole discretion of the appropriate supervisor/manager.
7. Preference in selecting a day off, or variable hours starting and ending time, may be given to employees with ridesharing arrangements, or dependent care considerations. This is a guideline for use by managers in determining work flow and coverage issues.
8. Holidays represent leave with pay equivalent to the employee's regular work schedule for the day of the holiday.
9. Employees and managers/supervisors may be required to complete periodic surveys, to evaluate the effects of the program.
10. Employees participating in the program will be required to sign an agreement that they have read and understand the program.

Sec. 1007 **Low Census Time Off:** At the sole discretion of VCMC/SPH management, employees may be relieved from duty without pay at any time it is determined that the patient census is such that their services are not immediately necessary.

- A. Before employees covered by this Agreement are relieved from duty, and on a unit-by-unit (or if appropriate, specialty) basis, the following must first occur:
  1. Any registry employee working in the unit will be relieved from duty.
  2. Any extra-help, intermittent, or "Per Diem" employee working in the unit will be relieved from duty.
  3. Employees in the unit covered by this Agreement working a non-regularly scheduled shift may then be relieved from duty.

4. If deemed appropriate by Management, employees in the affected unit covered by this Agreement may then be assigned to "float" into other units.
  5. Employees in the unit covered by this Agreement working their regularly scheduled shift will then be polled to determine whether or not any of them wish to volunteer for relief from duty.
  6. Management will attempt to provide coverage for nurses' meal breaks, though VCMC is not obligated to fulfill a nurse's entire scheduled shift. To accomplish this, if deemed appropriate by management, nurses may be assigned to float outside their specialty unit/cluster, if they have the competencies to do so.
- B. Subject to legitimate patient care considerations as determined by VCMC Nursing Administration, those unit employees working their regularly scheduled shift remaining after management has undertaken the aforementioned actions will then be relieved from duty, provided, however, employees so relieved shall have the option of working at least 2 hours. It is not the intent of the County to use low census call off to lower the standards of quality patient care. Accurate records shall be kept reflecting the number of hours each regularly-assigned unit employee has been relieved from duty under this provision. The initial rotation shall be by alphabetical order. During the initial rotation, new unit employees shall go to the end of the alphabetical list. Upon completion of a full rotation, and subject to all other provisions of this section, Management shall then relieve from duty that employee who has the least amount of "lost" hours. After completion of the initial rotation, new unit employees shall become part of the system by being credited with the average of hours previously "lost" by other unit employees.
- C. For purposes of this Section only, and in lieu of overtime compensation as per Article 11, a VCMC employee may be allowed to accrue ("bank") a maximum of sixteen (16) previously worked overtime hours (resulting in a maximum "comp-time bank" of no more than twenty-four (24) hours). A VCMC employee relieved from duty pursuant to the provisions of this section on what would otherwise be his/her regularly scheduled shift shall be allowed to utilize these previously accrued "comp-time" hours to receive pay for that shift equal to that which the employee would have received had he/she not been so relieved from duty.

1. Hours accrued pursuant to the provisions of this subsection may be utilized for only the supplemental pay purpose reflected herein and may not be used for any other purpose.
  2. Any employee who terminates or who is terminated shall be paid for each hour remaining in his/her comp-time bank at the rate of pay in effect for such person on the last day actually worked or spent on authorized leave.
- D. For purposes of this Section only, a VCMC employee who is relieved from duty on what would otherwise be his/her regularly scheduled shift shall be allowed to utilize previously accrued vacation or annual leave hours in order to receive pay for that shift equal to that which the employee would have received had he/she not been so relieved from duty.
- E. For purposes of this Section only and for only those VCMC employees who possess Sick Leave banks, subsequent to use of all available previously accrued comp-time, vacation and annual leave hours, such an employee may, if relieved from duty on what would otherwise be his/her regularly scheduled shift, utilize previously accrued Sick Leave hours to receive pay for that shift equal to that which the employee would have received had he/she not been so relieved from duty.
- F. Any regularly scheduled employee who is not notified at least two (2) hours prior to the start of his/her scheduled shift of his/her relief from duty shall be allowed to report and work for at least two (2) hours.
- G. For purposes of this section only, the term "unit" shall mean any one of the following organizational entities at the VCMC:

The Emergency Department

Surgical Services

Pre-Anesthesia Care Unit (Pre-op)

Surgery

Post Anesthesia Care Unit (Post-op)

Day Surgery

GI Lab

Pediatrics

Neonatal Intensive Care Unit (including Intermediate and Intensive Care)

Maternal/Infant Unit

Labor and Delivery  
Post Partum & Couplet  
Transitional Care Unit  
Med/Surg (including 3 West, 2 West and Telemetry)  
Intensive Care (including Intensive Care and Definitive  
Observation Unit (DOU)  
Inpatient Psychiatric Care (including Assessment and Referral  
and Acute Inpatient Care)  
Ambulatory Care  
Behavioral Health

Sec. 1008    **A. Meal Period:** All CNA-represented members who work a scheduled shift of five or more hours shall have one 30-minute unpaid/uninterrupted lunch period. If a CNA-represented member is required to work or be available to work during the lunch period, such lunch period shall be paid as time worked and shall be deemed as time worked for the purpose of overtime. Prior to working through lunch period, the CNA-represented member must notify their immediate manager or if off hours, the nursing supervisor, at which time authorization for overtime will be made. The overtime will not be paid if prior notification has not occurred. Reports regarding notification of missed lunch breaks will be reviewed by hospital nursing management on a monthly basis to determine staffing needs and the Patient Classification Committee, as needed.

**B. Rest Period:** VCMC/SPH management will make a good faith effort to give all CNA-represented members a paid fifteen (15) minute rest period for each five (5) hours worked.

Sec. 1009    **Rest Between Shifts:** If a nurse returns to work from on-call status, and there is less than a ten (10) hour interval between the conclusion of the "return to work" status and the start of her/his immediately following regularly scheduled shift, and s/he is too tired to work that shift, the nurse may request to be excused for part or all of that shift. A nurse's request to be excused for part of a shift shall be subject to mutual agreement between the nurse and the County, and shall not be unreasonably denied. Unless the nurse has requested to be excused, the nurse is expected to work her/his regular shift.

## ARTICLE 11 OVERTIME

Sec. 1101 **Purpose:** To provide the basis for both calculation and payment of overtime in a manner that meets the requirements of the Fair Labor Standards Act (FLSA). No provision of this Article should be construed as a guarantee of hours of work per day/week/biweek nor of days of work per week/biweek.

Sec. 1102 **Policy-Limitation On Overtime:** It is the County's policy to avoid the necessity for overtime whenever and wherever possible. Overtime work may sometimes be necessary to meet emergency situations, seasonal or peak workload requirements. No employee shall work overtime unless authorized by his department head or designee. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

Any employee who is FLSA exempt shall not be paid overtime of any type unless specifically provided herein.

Sec. 1103 **Definitions:** For purposes of this Article only:

- A. A "Designated Work Period" shall normally consist of seven (7) consecutive days (168 hours). Management reserves the right to designate the Work Period of each employee.
- B. "Overtime" is defined as time worked by an employee in excess of forty (40) hours in a 168-hour Designated Work Period.
- C. "Regular Hourly Rate of Pay" shall be in accord with the standard set by the FLSA, that is, the average amount of money earned per hour by an employee upon which overtime is based. As per the FLSA, this amount would typically include shift differentials, retroactive pay adjustments, educational and other incentives, standby time and special pay, but specifically excludes paid leave, discretionary bonuses, "fringe benefits", expense reimbursement and other, non-FLSA overtime payments.
- D. "Hours Worked" shall include paid assigned holidays, paid court appearances, and paid industrial leave as provided for by this Agreement.



- E. Effective September 28, 2014, "Hours Worked" shall include only hours actually worked and shall not include any form of paid leave.
- F. Effective September 28, 2014, "Time Worked" shall include, in addition to Hours Worked, paid assigned holidays, paid court appearances and paid industrial leave as provided for by this Agreement.

**Sec. 1104 Compensation For Overtime Hours Worked - In General:**

Except for those employees who are eligible for the payment of overtime under the provisions of Section 1105, regular full-time and less than full-time employees who are neither eligible for Administrative Leave nor considered as "exempt" employees under the provisions of the FLSA shall be paid in cash at a rate of one and one-half times their regular hourly rate of pay for all Hours Worked in excess of forty (40) hours during their Designated Work period.

An employee eligible for paid overtime under the provisions of this Section, may request and, subject to management approval, receive, the accumulation of compensatory time off in lieu of paid overtime, at the rate of one and one-half (1.5) hours of compensatory time off for each Hour Worked in excess of forty (40) hours during their Designated Work period. The maximum number of accumulated hours of compensatory time off shall not exceed 120 (80 hours of overtime times 1.5).

Effective September 28, 2014, an individual who elects to receive compensatory time off shall receive two-thirds of the entitled compensation as compensatory time off, subject to the limitations set forth above, and the remaining one-third in the form of a cash payment at the regular rate of pay.

Accumulated compensatory time off may be utilized subject to the following conditions:

- A. Accumulated compensatory time off may be taken off by an employee provided prior approval of department management has been received.
- B. Whenever any person is unable to take compensatory time off within the calendar year during which the overtime is earned, such compensatory time off may be either compensated for or carried over into the next calendar year. If such compensatory time off is carried over, it must be taken as compensatory time off during the

next year or, at the completion of the two (2) year period, it will be paid off at the base hourly rate then in effect.

- C. Any employee who terminates or is terminated, shall be paid the hourly rate for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the base hourly rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

**Sec. 1105 Contractual Overtime:**

- A. Hours Worked in excess of FLSA maximums shall be paid based upon the FLSA definition of rate of pay. Contractual overtime payments shall be credited towards FLSA minimum overtime pay obligations where appropriate.
- B. Registered Nurse classifications who are assigned to the Ventura County Medical Center shall be paid in cash at a rate of one and one-half times their regular hourly rate of pay for all Hours Worked in excess of their scheduled shift.
- C. VCMC Psychiatric Unit employees shall receive overtime pay at the rate of one and one-half times their regular hourly rate of pay for all Hours Worked in excess of their regularly scheduled shift per twenty-four (24) hour period, or all Hours Worked in excess of forty (40) hours in their seven (7) day designated work period.
- D. Effective September 28, 2014, Sections 1105(B) and (C) above shall become inoperative and, instead, Contractual Overtime shall be paid as follows:
  - 1. For Time Worked in excess of forty (40) hours in a Designated Work Period.
  - 2. For Registered Nurse classifications who are assigned to the Ventura County Medical Center, for all Time Worked in excess of their scheduled shift.
  - 3. For employees assigned to the VCMC Psychiatric Unit, for all Time Worked in excess of their regularly scheduled shift per twenty-four (24) hour period.

- E. Effective September 28, 2014, compensation for Contractual Overtime as set forth in Section 1105(D), above, shall be paid at the rate of one and one-half (1.5) times the employee's contract rate of pay. Contract rate of pay shall include base hourly rate of pay, not taking into account the hourly pay increase set forth in Section 501-5 (Offsets). As an example, assume the employee's hourly contract rate of pay prior to that increase was \$40.00. Overtime covered by this provision would then still be paid at the rate of one and one-half times \$40.00, or \$60.00 per hour. Upon receiving the additional pay raise set forth in Section 501-1A (e.g., 1%), that \$40.00 per hour contract rate of pay would be increased by 1% to equal \$40.40 per hour, which rate would still not include the increase in base hourly rate of pay set forth above in Section 501-5 (Offsets).

ARTICLE 12  
**ADMINISTRATIVE LEAVE**

Sec. 1201 **Purpose:** To provide for granting time off with pay for employees who are not eligible to be compensated for overtime.

Sec. 1202 **Eligible Employees:** Any employee whose position is declared exempt under the provisions of the Fair Labor Standards Act is eligible for administrative leave.

Sec. 1203 **Granting Of Administrative Leave:** Employees shall be granted paid administrative leave upon approval of their supervisor in accordance with County policies and guidelines.

Administrative Leave may only be granted in increments of eight hours (or the regular shift) or more.

Sec. 1204 **Payment For Overtime Worked:** Nothing herein shall prevent the payment of straight cash compensation to employees eligible for administrative leave in times of stress or unusual workload situations. Such compensation shall require the authorization of the Board of Supervisors.

Sec. 1205 **Use, Accruals And Record Keeping:** Employees exempt from overtime shall not accrue or record hours worked beyond the regular workday or biweekly work period. Employees exempt from overtime shall be eligible to receive administrative leave for personal business in addition to vacation, sick leave and holidays. Administrative leave is not an accrual and has no cash value. It is not earned, but is allowed exempt employees, subject to supervisory scheduling.

Sec. 1206 **Adding Or Deleting Classifications Eligible For Administrative Leave:** Each party to this Agreement shall, upon notice from the other, promptly meet and confer with respect to proposed additions to or deletions of those classifications eligible for administrative leave

## ARTICLE 13 ANNUAL LEAVE

- Sec. 1301 **Applicability:** The provisions of this Article shall apply only to those employees who were either hired on or after July 31, 1983, or those who, if hired prior to that date, then exercised their one-time irrevocable option on an individual basis to participate in the annual leave program.
- Sec. 1302 **Conflicting Articles Inapplicable:** Article 14 and Article 15 of this Agreement, both in whole or in part, except as otherwise provided herein, are not applicable to persons eligible for Annual Leave. Provisions of this Article are provided in lieu of the provisions of Article 14 and 15, except as provided in this Article.
- Sec. 1303 **Purpose:** To provide an annual leave policy, which prescribes the manner in which annual leave is accrued and utilized. Annual leave is only authorized for full-time or less than full-time and provisional employees.
- Sec. 1304 **Accrual Rates:** Full-time employees shall generally be entitled to the following leave accruals, subject to the limitations provided in this Article:

<u>Hours Of Compensable Service</u>	<u>Annual Leave Credit Earned Per Hour</u>
Less than 10,400 hours	.07692 Hours
10,400 but less than 22,880 hours	.09615 Hours
22,880 hours	.10000 Hours
24,960 hours	.10385 Hours
27,040 hours	.10769 Hours
29,120 hours	.11154 Hours
31,200 hours Or More	.11539 Hours

Annual leave is earned according to each biweekly pay period of service commencing with the hire date during his latest period of County employment.

- Sec. 1305 **Minimum Annual Leave Use:** During their first 2,080 hours of compensable service, employees shall not be required to use annual leave; thereafter, employees shall be required to use no less than ten (10) days of annual leave in each succeeding 2,080 hours of compensable service.
- Sec. 1306 **Annual Leave Redemption:** An employee may elect to receive cash in lieu of up to a maximum of eighty (80) hours of annual leave accruals at

the current hourly salary rate. Any such election shall be subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of annual leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.
- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for cash payment in the ordinary payroll process. An employee may make up to two requests per calendar year for cash payment in lieu of a combined annual maximum of eighty (80) hours of annual leave accrual. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

The Association and County agree that a temporary exception to the above requirement that only annual leave hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the Ventura County Auditor-Controller's office in the calendar year in which the annual leave will be cashed-out. As such, if an employee has accrued less annual leave in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out annual leave hours carried over from a prior calendar year, if and only if the following conditions are met:

- 1. At the time the employee made an irrevocable election to receive cash in lieu of annual leave, the employee submitted a notice of intent to retire in the calendar year in which the annual leave will be cashed-out.
- 2. At the time the employee makes a request for cash out payments to be paid, the employee submit an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
- 3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.

- C. An employee must use eighty (80) hours of accrued annual leave during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, “use” shall mean actually taking time off work and being paid annual leave pay for such time off. If the employee has not used eighty (80) hours of accrued annual leave in the twelve (12) months immediately preceding the cash-out, the employee’s cash-out request shall be denied. If an employee is unable to cash-out by the final payroll processing period of the year because the employee has not used the required eighty (80) hours in the preceding twelve (12) months, the employee shall, for tax purposes, be considered to have had the unlimited right to cash out the amount of accrued leave the employee had elected to redeem for cash.

If an employee is unable meet the eighty (80) hour usage requirement necessary to cash-out annual leave by the end of the election year as a result of the denial of a written request (or requests) to use annual leave, the employee’s election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the annual leave hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual annual leave hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller’s Office at the time the request is made to void the election.

- D. If an employee fails to request cash payment for the total annual leave hours elected for cash-out, the employer shall unilaterally cash out the elected annual leave hours to the extent that an employee has accrued leave available before December 31 of the calendar year.
- E. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.
- F. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall

be deemed to have irrevocably elected not to redeem annual leave for cash in the subsequent calendar year.

- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, “unforeseeable emergency” means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee’s spouse, or a dependent of the employee, loss of the employee’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee’s assets (to the extent that liquidation of the employee’s assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the auditor-controller’s office in its sole discretion.
- H. The Human Resources Division and Auditor-Controller’s Office shall develop forms and procedures for implementation of this program.

Sec. 1307    **Advanced Annual Leave Credit:** New full-time regular employees shall receive 43.07 hours of advanced annual leave accruals as of the date of hire. Said annual leave advancement shall be balanced upon completion of 560 hours of compensable service or upon earlier separation.

Sec. 1308    **Annual Leave Usage:**

- A. Each Department/Agency head shall be responsible for scheduling the annual leave periods of his employees in such a manner as to achieve the most efficient functioning of the department or agency and of the County service. The appointing authority shall determine when annual leave will be taken.



- B. Employees claiming illness or injury as grounds for unscheduled usage of annual leave may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness. Any person absent from work shall notify his department or agency head on the first day of such leave and as often thereafter as directed by his agency or department head. The Director - Human Resources or the Department/Agency Head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.
- C. An employee absent due to his illness or injury for more than five (5) consecutive work days shall not be entitled to use annual leave for his absence on any day after the five (5) days unless and until he presents to his appointing authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of his appointing authority or the Director - Human Resources be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director - Human Resources and shall be at County expense.

Sec. 1309 **Pay For Annual Leave On Termination:** Any employee who terminates or who is terminated shall be paid at the then prevailing hourly rate of pay for each hour earned of annual leave based on the pay rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

Sec. 1310 **Rate Of Pay/Salary While On Annual Leave:** While on annual leave, employees shall be compensated at the same pay/salary rate they would have received if they had been on the job.

Sec. 1311 **Annual Leave While On Temporary Disability Leave Without Pay:** An employee who is on temporary disability leave of absence without pay as provided for in this Agreement, shall accrue annual leave during the period he is on such temporary disability leave without pay.

Sec. 1312 **Use Of Annual Leave When Permanently Incapacitated:** Annual leave shall not be used to continue the pay/salary of any employee after it has been determined by the County's Employee Health Services physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement. Annual leave credits may be

utilized by such employee until such a determination has been made and appropriate action has been taken by the Ventura County Retirement Board.

Sec. 1313 **Coordination With Disability Benefits:** An employee may use accrued Annual Leave hours in conjunction with either State Disability Insurance or the County's Long Term Disability Program in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.

Sec. 1314 **Long Term Disability Plan:**

- A. The County will continue to provide a Long-Term Disability Plan for full-time employees. In addition, those less than full-time employees who were covered by this plan prior to September 6, 1987 shall continue to receive coverage.
- B. The Long-Term Disability Plan shall have a waiting period of thirty (30) calendar days before the benefits shall be extended to an employee. The benefits shall continue to a maximum of two (2) years for illness or five (5) years for injury. The maximum allowable benefits shall be 60% of the first \$3,500 of the monthly salary or a \$2,100 maximum monthly benefit subject to the terms and conditions of the Long-Term Disability Plan.
- C. Employees shall use any remaining sick leave accruals in excess of three hundred and sixty (360) hours before becoming eligible for disability income protection benefits.

Sec. 1315 **Coordination With Sick Leave:**

- A. Employees may continue to maintain their sick leave accrual banks in effect at the time of implementation of the annual leave program.
- B. The provisions of Sections 1504 and 1508 of this Agreement are incorporated into this Article and subsection by reference.
- C. Employees desiring unscheduled time off shall use accumulated sick leave prior to using annual leave.

Sec. 1316 **Maximum Accrual:** Employees hired on or before June 21, 1981, shall not accumulate more than six hundred (600) hours of annual leave. Employees hired after June 21, 1981, shall accumulate no more than the following listed levels:

Hours Of  
Compensable Service

Maximum  
Accumulation

Less than 10,400 hours

400 hours maximum

10,400 but less than 31,200 hours

500 hours maximum

31,200 or more hours of compensable service

600 hours maximum

It is the mutual responsibility of the employee and the department/ agency head to insure that no employee shall exceed said maximum accrual.

## ARTICLE 14 VACATION

Sec. 1401 **Vacation Usage:** Each department or agency head shall be responsible for scheduling the vacation periods of his employees in such a manner as to achieve the most efficient functioning of the department or agency and the County service. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The appointing authority shall determine when vacations will be taken.

Sec. 1402 **Vacation Accrual:** Regular employees shall accrue hours of vacation with pay for each hour of compensation to a maximum of eighty (80) hours per biweekly work period according to the following schedule, commencing with the employee's hire date of his latest period of County employment.

A. Vacation credits are earned as follows:

<u>Hours Of Compensable Service</u>	<u>Vacation Credit Earned Per Hour</u>
- Less than 10,400 hours	.05386 hours
- 10,400 but less than 22,880 hours	.07313 hours
- 22,880 hours	.07688 hours
- 24,960 hours	.08075 hours
- 27,040 hours	.08463 hours
- 29,120 hours	.08850 hours
- 31,200 hours	.09225 hours

B. Vacation Credit Accumulation - Vacation credit shall not be accumulated beyond four hundred (400) hours. For employees with 20,800 hours of compensable County service, vacation credit shall not be accumulated beyond four hundred and forty (440) hours.

Sec. 1403 **Vacation Redemption:** After completing 20,800 hours of compensable service, an employee may elect to receive cash in lieu of up to eighty (80) hours of vacation accrual at the current hourly salary rate. Any such election shall be subject to the following conditions:

A. Any employee wishing to receive cash in lieu of vacation hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem vacation hours for cash.

- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for cash payment in the ordinary payroll process. An employee may make up to two requests per calendar year for cash payment in lieu of a combined annual maximum of eighty (80) hours of vacation accrual. Only vacation hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for vacation hours accrued in a prior calendar year are not allowed.

The Association and County agree that a temporary exception to the above requirement that only vacation hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the Ventura County Auditor-Controller's office in the calendar year in which the vacation will be cashed-out. As such, if an employee has accrued less vacation in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out vacation hours carried over from a prior calendar year, if and only if the following conditions are met:

1. At the time the employee made an irrevocable election to receive cash in lieu of vacation, the employee submitted a notice of intent to retire in the calendar year in which the vacation will be cashed-out.
  2. At the time the employee makes a request for cash out payments to be paid, the employee submit an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
  3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.
- C. An employee must use eighty (80) hours of accrued vacation during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off work and being paid vacation pay for such time off. If the employee has not used eighty (80) hours of accrued vacation in the twelve (12) months immediately preceding the cash-out, the employee's cash-out request shall be denied. If an employee is unable to cash-out by the final payroll processing period of the year because the

employee has not used the required eighty (80) hours in the preceding 12 months, the employee shall, for tax purposes, be considered to have had the unlimited right to cash out the amount of accrued vacation the employee had elected to redeem for cash.

If an employee is unable meet the eighty (80) hour usage requirement necessary to cash-out vacation by the end of the election year as a result of the denial of a written request (or requests) to use vacation, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the vacation hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual vacation hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's Office at the time the request is made to void the election.

- D. If an employee fails to request cash payment for the total vacation hours elected for cash-out, the employer shall unilaterally cash out the elected vacation hours to the extent that an employee has accrued vacation available before December 31 of the calendar year.
- E. Vacation hours used for paid time off will be deducted first from vacation hours accrued in prior calendar years, and last from vacation hours accrued in the current calendar year.
- F. Employees who are eligible for vacation redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem vacation for cash in the subsequent calendar year.
- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem vacation hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable

circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the auditor-controller's office in its sole discretion.

- H. The Human Resources Division and Auditor-Controller's Office shall develop forms and procedures for implementation of this program.
- I. Either party may request a review of this program. Upon such a request, the parties agree to meet promptly.

- Sec. 1404 **Vacation Payoff On Retirement Or Termination:** Any employee who terminates or is terminated shall be paid the hourly equivalent of his salary for each hour of earned vacation based on the salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.
- Sec. 1405 **Vacation Benefits For Less Than Full-Time Employees:** Regular less than full-time employees shall be eligible for vacation benefits. Accruals usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.
- Sec. 1406 **Rate Of Pay/Salary While On Vacation:** While on vacation, employees shall be compensated at the same pay/salary rate they would have received if they had been on the job.
- Sec. 1407 **Coordination With Disability Benefits:** An employee may use accrued vacation hours in conjunction with either State Disability Insurance or the County's Long Term Disability Program in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.

Sec. 1408    **Ineligibility For Benefits:** Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 13 of this Agreement.



**ARTICLE 15  
SICK LEAVE**

Sec. 1501    **Sick Leave Accrual Rates:** Regular employees shall accrue 0.0385 hours of sick leave with pay for each hour of compensation to a maximum of 3.08 hours per pay period.

Sec. 1502    **Maximum Sick Leave Accrual:** The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:

- A.    An employee with a sick leave accrual in excess of eight hundred hours as of July 11, 1976, shall have the option of either: (a) designating his July 11, 1976, accrual total as his new individual sick leave accrual limit; or (b) electing eight hundred hours as his maximum accrual limit and receiving cash payments of twenty-five percent (25%) of said employee's hourly rate for all hours in excess of eight hundred (800) hours.
- B.    An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of twenty-five percent (25%) of his hours over the accrual maximum.

Sec. 1503    **Appropriate Uses Of Sick Leave:** Subject to the limitations expressed below, sick leave may be applied to:

- A.    Absence caused by illness or injury of an employee.
- B.    Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the agency or department head.
- C.    Pregnancy Disability as provided in this Agreement.
- D.    Unless authorized by the Director - Human Resources , a maximum of one hundred (100) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his immediate family. For the purposes of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, step brother, step sister, child, step child, grandchild, grandparent, mother-in-law, or father-in-law, brother-in-

law, sister-in-law, son-in-law, daughter-in-law, or step-parent of the employee.

- E. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.
- F. If eligible in all other respects, Sick Leave may be used in conjunction with either State Disability Insurance or the County's Long-Term Disability Program in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.

Sec. 1504 **Departmental/Agency Responsibility For Administration:** Each agency or department head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Any person absent from work on sick leave shall notify his department or agency head on the first day of such leave and as often thereafter as directed by his agency or department head. The Director - Human Resources or the department or agency head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

Sec. 1505 **Physician's Certificate And Examination Following Absence From Duty:** An employee absent due to his illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his absence on any day after the five days unless and until he presents to his appointing authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of his appointing authority or the Director - Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director - Human Resources and shall be at County expense.

Sec. 1506 **Cancellation Of Sick Leave On Termination:** Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by him at the time of such termination irrespective of whether or not such a person is subsequently employed by the County.

- Sec. 1507     **Compensation For Unused Sick Leave Upon Termination Or Retirement:** The County shall make a cash payment of 25% of all unused sick leave upon occurrence of the following:
- A.     All employees with 20,800 or more hours of compensable County service shall upon retirement or termination, except discharge for cause, receive a cash payment of 25% of their unused sick leave balance.
  - B.     The amount of all payment prescribed by this Section shall be computed on the basis of the hourly rate equivalent of the employee's base salary on the last day worked.
- Sec. 1508     **Rate Of Pay While On Sick Leave:** Sick leave is compensable at the hourly salary rate earnable by the employee on each day that he is on sick leave.
- Sec. 1509     **Use Of Sick Leave When Permanently Incapacitated:** Sick leave shall not be used to continue the salary of any employee after it has been determined by the County's Employee Health Services Physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement.
- Sec. 1510     **Use Of Sick Leave For Maternity:** An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one (1) year available for maternity leave without pay.
- Sec. 1511     **Sick Leave Benefits For Less Than Full-Time Employees:** Regular less than full-time employees shall receive sick leave benefits. Accruals usage and maximum accruals of the sick leave benefits shall be governed by this Agreement.
- Sec. 1512     **Ineligibility For Benefits:** Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 13 of this Agreement.

## ARTICLE 16

### HOLIDAYS

Sec. 1601 **Holiday Policy:** Paid holidays shall be authorized only for regular full-time, regular less than full-time, and provisional employees. To be entitled to pay for such paid holidays, an employee must be entitled to compensation for his regularly scheduled shift both the day before and the day after such paid holiday.

Sec. 1602 **Paid Assigned Holidays:**

1. New Year's Day, January 1;
2. Martin Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Veterans Day, November 11;
8. Thanksgiving Day, the fourth Thursday in November;
9. Day After Thanksgiving;
10. Christmas Day, December 25;
11. And every day appointed by the President of the United States or Governor of the State for public feast, thanksgiving or holiday, when specifically authorized by the Board of Supervisors.

If a paid assigned holiday falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If a paid assigned holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. For those employees regularly scheduled to work Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs.

- A. In addition to the holidays listed above, on January 1st of each year, each regular, full-time employee covered under the terms of this Agreement shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on 9/80 schedules, such holiday leave shall be equivalent the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no

cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above. These changes will be implemented January 29, 2006.

The purpose of granting annual floating holiday leave hours is to provide employees with an additional day off with pay. Therefore, an employee's annual floating holiday leave hours shall be utilized in their entirety to cover a single day's absence. In no instance will an employee be allowed to split his annual allowance of floating holiday leave hours over multiple days.

- B. Regular less than full-time employees shall be granted the leave provided under (A) above on a pro rata basis.

Sec. 1603    **Holiday Pay:** Effective January 19, 2003, if a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within the biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed 12 hours. Holidays for less than full-time employees (see Section 1901) shall be pro-rated at the rate of one-tenth (1/10) of an hour for each hour compensated, exclusive of overtime, during the biweekly work period in which the holiday occurs.

Sec. 1604    **Work On Holidays:** Regular full-time and regular less than full-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half their regular rate of pay for hours actually worked, in addition to receiving straight time payment for said holiday, such straight time pay not to exceed eight (8) hours per holiday. Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with vacation leave (or annual leave where applicable) hours equivalent to one-tenth of an hour for each hour compensated during the biweekly work period, not to exceed eight (8) hours of vacation leave for each holiday.

Effective January 19, 2003, the eight-hour limitations in this Section shall be increased to twelve (12) hours.

ARTICLE 17  
INDUSTRIAL LEAVE

Sec. 1701    **Application For Industrial Leave:** Any employee absent from work due to illness or injury arising out of and in the course of employment may receive full compensation for up to twenty-four (24) regularly scheduled work hours of such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the –Chief Deputy Executive Officer (Risk Management).

Sec. 1702    **Basis For Granting Industrial Leave:** Paid industrial leave shall be approved if:

- A.    The accident or illness was not due to the employee's negligence; and
- B.    The absence from work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is sufficiently severe to require the employee to be absent from his duties during a rehabilitation period.

If the above conditions are met, such individual shall be paid for twenty-four (24) working hours following such accident or illness. Payment under this provision shall not be cumulative with any benefit which said employee may receive under the Labor Code of the State of California awarded as the result of the same injury.

Sec. 1703    **Supplemental Paid Industrial Leave:** If the employee becomes eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits for the first twenty-four (24) working hours of disability as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his full regular salary for the first twenty-four (24) working hours of disability if the conditions in Section 1702 are met. In no event shall benefits under this section be combined with benefits under the Labor Code of the State of California so as to provide payments in excess of an employee's base salary.

Sec. 1704    **Use Of Other Leave:** If the request for paid industrial leave is denied, the employee may elect to use, in the following order, accumulated sick leave, accrued vacation time or accrued annual leave to receive full

compensation for the initial twenty-four (24) working hours following the accident or illness.

- Sec. 1705     **Full Pay/Salary:** Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take, in the following order, as much of his accumulated sick leave or accumulated vacation or accrued annual leave so as when added to his temporary disability indemnity and long term disability plan, it will result in payment to him of his full pay/salary.
- Sec. 1706     **Employment Status While Receiving Temporary Disability Indemnity:** An employee who has exhausted his industrial leave with pay as provided in Section 1702 of these Articles and who is entitled to receive temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed to be on temporary disability leave of absence without pay. This temporary disability leave of absence shall terminate when such employee returns to work or when such employee is no longer entitled to receive temporary disability indemnity under Division 4 or 4.5 of the Labor Code.
- Sec. 1707     **Accruals While On Temporary Disability Leave Of Absence:** An employee who is on temporary disability leave of absence as provided in Section 1706 shall be entitled to accrue the same sick leave credits, vacation credits, holiday credits and, if applicable, annual leave credits he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1708     **Medical Plan Contribution:** For employees on temporary disability leave of absence without pay as provided in Section 1706, the County shall continue to make its contribution to the medical plan premium as long as said employee remains on temporary disability leave of absence without pay.
- Sec. 1709     **Benefits While On Temporary Disability Leave Of Absence Without Pay:** Except as expressly provided in this Article or in the Labor Code of the State of California, employees on temporary disability leave of absence without pay shall not accrue or be eligible for any compensation or benefits while on such leave of absence.
- Sec. 1710     **Relationship To Labor Code:** Payment of pay/salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

ARTICLE 18  
**LEAVES OF ABSENCE**

- Sec. 1801    **Leaves Of Absence - General Policy:** Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the appointing authority not to exceed one (1) year when such leave is in the best interest of the County. Additional leave for the same purposes may be granted by the Director - Human Resources with the concurrence of the appointing authority. Leave of absence from regular duties without pay, not to exceed 45 days in any one calendar year, may also be granted for participation in the Registered Nurse Response Network (RNRN) when operationally feasible. The RNRN is a national network of direct-care RNs that coordinates education, training, and deployment of volunteer RNs to provide humanitarian and/or disaster relief when and where they are needed. Leave for participation in the RNRN is subject to the approval of the HCA Director or his/her designee. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.
- Sec. 1802    **No Loss Of Rights Or Break In Service:** Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in County service.
- Sec. 1803    **Early Return From Leaves Of Absence:** An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission from the appointing authority after providing any necessary medical release.
- Sec. 1804    **Bereavement Leave:** Any regular employee may be allowed to be absent from duty for up to three (3) working days (not to exceed thirty-six [36] working hours) without loss of pay because of the death of a member of his immediate family. When travel to distant locations or other circumstances requires absence in excess of three (3) consecutive working days, the appointing authority may allow the use of annual leave, accrued vacation, or up to two (2) days of accrued sick leave to supplement the three (3) working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, step brother, step sister, child, step-child, grandchild, grandparent, mother-in-law, father-in-



law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-parent of an employee.

Subject to operational need as determined solely by HCA Management, an employee may be allowed to use up to a total of twenty-four (24) hours of previously accrued vacation or annual leave in order to attend the funeral of a close personal friend provided, however, the benefit of this paragraph shall not be used to supplement or compound those benefits provided by the foregoing paragraph.

Sec. 1805 **Pregnancy Disability Leave:** An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician or, if the appointing authority requests, the determination may be made by the County's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin pregnancy disability leave shall be made on the basis of the following:

- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy; or
- B. The County physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the County; or
- C. The employee is unable to satisfactorily perform her job duties.

Sec. 1806 **Length Of Maternity Disability Leave:** A pregnancy disability leave of absence without pay shall be granted by the appointing authority in accordance with the minimum provided under State/Federal law. Additional child care leave, up to a total combined maximum of one (1) year, may be granted by the appointing authority.

Sec. 1807 **Parenthood Leave:** Upon approval by the Department/Agency head, an employee may be granted a Parenthood Leave without pay of up to six (6) months in connection with the legal adoption of a child provided the employee meets the following conditions:

- A. The requested leave is within six (6) months after the expected date of placement of the adopted child.

B. Sufficient documentation of adoption is submitted with the request for leave.

C. All accrued vacation time has been applied toward the absence.

Employees taking Parenthood Leave shall not be eligible for the continuation of health insurance contribution as provided in Section 702 provided, however, no aspect of this Section shall be cause for denial of benefits to which the employee would otherwise be legally entitled under either the California Family Rights Act or the Federal Family Medical Leave Act.

ARTICLE 19  
**LESS THAN FULL-TIME EMPLOYEES**

Sec. 1901    **Definition And Benefits, In General:** Benefits for regular employees designated as less than full-time who regularly work less than eighty (80) hours per biweekly pay period and who work less than 1664 hours per calendar year shall be limited to those specifically provided in this Agreement. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This Section shall not apply to employees involuntarily placed on a less than full-time schedule.

ARTICLE 20  
**PROBATIONARY PERIOD**

Sec. 2001    **Length Of Probationary Period:** The probationary period is one thousand and forty (1,040) compensable hours, exclusive of overtime and any hours an employee is on a leave of absence. If federal, state or local law requires a longer probationary period, such law shall prevail. The probationary period for a less than full-time employee shall be the same as a fulltime employee.

Sec. 2002    **Employees Who Must Serve Probationary Periods:** The following employees shall serve probationary periods:

1.     Newly hired employees.
2.     Employees who are promoted.
3.     Persons appointed from reemployment or classification reinstatement eligible lists. However, persons reemployed following layoff or reinstated to a formerly held classification following a reduction in force who are so reemployed or reinstated within ninety (90) calendar days of such layoff or demotion and who are reemployed or reinstated within the agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.
4.     Persons appointed from County service reinstatement eligible lists.

Prior service in an extra help status shall not be considered part of the probationary period. Prior service in a Manpower training/work program shall be considered part of the probationary period only if such service was performed within the same classification and within the same department/agency in which such employee is employed.

Sec. 2003    **Extension Of Probationary Period:** Employees serving a probationary period may request and the Department/Agency Head on his own initiative may authorize an extension of the probationary period of an additional 80 to 1,040 hours of compensable service in 80-hour increments where insufficient training, marginal performance and other related factors warrant such extension. This authorization shall be in writing. The Department/Agency Head shall notify to the Director - Human Resources and the employee of any extension and the reasons therefore.

Where Management is considering the extension of an employee's probationary period, such employee shall be informed of his right to representation at a meeting to discuss the extension of the probation period. Upon the request of the employee, the County shall consult on such extension with the employee and CNA.

Sec. 2004     **Probationary Period Review:** Prior to the conclusion of a probationary period, the appointing authority has the responsibility of reviewing the conduct, performance, responsibility and integrity of each employee and determining whether the employee is fully qualified for permanent status. Performance evaluation reports for probationary employees shall be submitted to the Director - Human Resources three (3) months from the date of appointment and at least fifteen (15) calendar days before the end of the probationary period. The Director - Human Resources shall notify the appointing authority immediately in writing of any misrepresentation of fact or false statement made by a probationary employee relating to that employee's obtaining employment with the County.

Sec. 2005     **Return To Previous Position:** A promoted employee who is dismissed during his probationary period, except if the cause warrants action to dismiss him from the County Service, shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his permanent personnel file. Upon a return to his former position in the same agency or department, the employee shall not serve a new probationary period. In the absence of such vacancy in the agency or department in which he held permanent status, the dismissed probationary employee may either:

- A.     Accept a position in the same class in another department or agency if a vacancy exists, and serve another probationary period; or,
- B.     Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he held permanent status, with the right to be restored to his original classification when the first vacancy occurs. He need not serve a new probationary period if he accepts a voluntary demotion.
- C.     When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.

ARTICLE 21  
**PERFORMANCE REVIEWS**

Sec. 2101    **Administration Of Evaluation Program:** Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the Director - Human Resources according to the following schedule. One copy of each fully completed and signed report shall be given to the employee.

Probationary Evaluations

In accordance with the schedule detailed in Section 2004.

Annual Performance Evaluations

Upon completing 3,120 hours of service after hire or promotion, and after completing every 2,080 hours of service thereafter.

Sec. 2102    **Nature Of Performance Evaluations:** Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the employee to sign, signifying that he has read the supervisor's comments. Space will also be provided so that employees may give related comments of their own relative to the performance evaluation. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division, department or agency head, the employee's personnel file, or to the Director - Human Resources. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.

Sec. 2103    **Confidentiality Of Performance Evaluations:** Performance evaluation reports shall be confidential and shall be made available as required to the employee, appointing authority, Director - Human Resources , and the Arbitrator. The employee may designate in writing that his CNA representative may inspect such evaluations.

ARTICLE 22  
**PERFORMANCE PROBLEMS**

- Sec. 2201    **Counseling:** In the event an employee's performance is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first-level supervisor. Documentation confirming such counseling shall be given to the employee within twenty-one (21) calendar days from the date of the counseling session.
- Sec. 2202    **Unfavorable Reports On Performance (Written Reprimands):** If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective actions, if appropriate. A copy shall be given to the employee and a copy filed in his Human Resources file. Provided no additional report has been issued during the intervening period, each report shall be removed from the employee's file at the end of two (2) years if requested by the employee. The County agrees that such reports shall not be submitted nor should any reference be made to such reports by the County in Civil Service Commission hearings or arbitrations arising from appeals or grievances after the two (2) year period provided for under this Section.
- Sec. 2203    **Immediate Discipline:** This article shall not operate as a bar to immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

ARTICLE 23  
**PERSONNEL FILE**

- Sec. 2301    **Employee Acknowledgement Of Material Placed In Personnel File:**  
No material relating to performance appraisal, salary action or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that, although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it.
- Sec. 2302    **Full Right Of Inspection Of Employee Personnel File:** An employee or (upon written designation of the employee) his CNA representative shall have the right to inspect the contents of his personnel file.



ARTICLE 24  
**ADDITIONAL EMPLOYEE BENEFITS**

Sec. 2401    **Deferred Compensation:** Employees who are scheduled to work at least forty (40) hours per biweekly pay period may participate in the County's Deferred Compensation Program 401(k) and 457 Plans.

Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum allowable limits as stated in the deferred compensation plan documents but must contribute at least one and one-half percent (1.5%) of salary and the County shall match one and one-half percent (1.5%).

Effective March 22, 2020, for any employee who contributes two percent (2.0%) of salary, the County shall match two percent (2.0%).

Sec. 2402    **Serving As Witness:** No deductions shall be made from the salary of a regular employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant.

Sec. 2403    **Jury Service:** No deductions shall be made from the salary of a regular employee absent from work when required to appear in court as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor and shall receive no more than eight (8) hours of jury pay per day of service. For purposes of this Section, "salary" shall include for those who are regularly scheduled on the night shift, Evening and Night Shift Differential Premium Pay Section 603.

Any employee scheduled to work a twelve-hour shift who serves on jury service, may upon their release from jury service complete their scheduled shift depending on the needs of the department and provided that their supervisor grants approval prior to the employee beginning work. Such employees may complete their weekly scheduled hours depending on the needs of the department and with prior approval from their supervisor provided that such hours are completed within the same work week as originally scheduled. Alternatively, a 12-hour employee may elect to use annual leave to compensate for time lost while on jury duty. An employee may take leave without pay with the understanding that leave without pay may result in a loss of benefits, including but not limited to Flexible Credit Allowance, leave accrual, or continuous service time. This provision is in no way meant to be a guarantee of work.

If a CNA represented employee, who is regularly scheduled on the night shift, is summoned for jury services they will be paid night shift differential for the hours of jury duty they serve.

- Sec. 2404    **Parking Space:** The County shall attempt to provide adequate parking facilities for employees within a reasonable distance of their work locations. At the discretion of the Appointing Authority, employees may be required to utilize alternative forms of transportation to come to work for a minimum of two (2) days each week. Without prejudice to the foregoing, Health Care Agency Administration and CNA agree to meet and discuss (but not negotiate over) problems with, or changes to, established parking or alternative transportation policies.
- Sec. 2405    **Special Equipment Or Clothing:** Under no circumstances shall the employee be required to purchase special equipment or clothing unless so directed by order of the Board of Supervisors.
- Sec. 2406    **Continuing Education - Health Personnel:** The Health Care Agency will attempt, through its Staff Development Program, to provide the required In-Service Health Care Personnel Education requirements imposed by the Continuing Education Statute of the State of California.
- Sec. 2407    **Staff Development For Nurses:** Employees shall be authorized up to forty eight (48) hours every two (2) calendar years (for example, January 1, 2007- December 31, 2008), of leave with pay to attend job related conferences, for example, and seminars which are conducted during times when said employees would regularly be on duty. Such leave may be taken while utilizing Textbook and Tuition Reimbursement. The approval and scheduling of such time off with pay by a department head is predicated on the availability of adequate staffing.
- Nurses who have hours that will be impacted by the change from fiscal to calendar year will be allowed to roll over the remaining balance of hours (up to a maximum of 40 hours) after January 2006. The rolled over hours must be utilized by July 1, 2006.
- Sec. 2408    **In-Service Training For Nurses:** The Health Care Agency will attempt, through its Staff Development Program, to provide the In-Service Nursing Education required by statute (AB 449 of 1972). The Health Care Agency may provide up to fifteen (15) Continuing Education Units (CEU's) annually for designated courses which gain or maintain required certification/licensure or competency.

Sec. 2409 **Operating Room Leave:** Operating room nurses who in the preceding twenty-four (24) hours worked a minimum of fourteen (14) hours or six (6) hours in the immediately preceding twelve (12) hours may, with the approval of the appointing authority, not be required to report for their next shift and such time off may be taken as leave without pay and not charged to accrued annual leave, vacation or sick leave.

Such leave without pay will be considered as time entitled to compensation only for purposes of applying Section 1601 (Holiday Policy), allowing employees who use this option to still receive their holiday pay.

Sec. 2410 **License Reimbursement - Nurses And Specified Technician Classes:** The County shall reimburse employees in the below listed classifications for State required, job related licenses provided, however, that the Director, Health Care Agency determines that such licenses are necessary to meet the requirements of the position(s). Classifications eligible for reimbursement are:

1. Licensed Vocational Nurse I, II, and III.
2. Any position requiring a valid license as a Registered Nurse in the State of California.
3. Non-Registered Nurse and Interim Permit Nurse (initial license if employed at time of registration).
4. Psychiatric and Sr. Psychiatric Technician
5. Physician's Assistant

Sec. 2411 **VCMC Health And Safety Committee:** VCMC shall make every effort to provide coverage for nurses on duty who are scheduled to attend Health and Safety Committee meetings.

Sec. 2412 **Privatization/Change In Ownership Notification:** Should the County determine that it is in its best interest to sell the Medical Center, CNA will be notified prior to finalization of any change in ownership.

Sec. 2413 **Direct Deposit:** The County shall maintain a direct deposit program for CNA represented employees.

Sec. 2414 **Committee Participation:** CNA may have a nursing representative on the following committees, who will be compensated if participating during a regularly scheduled work day, or during a regular day off with prior

management approval and provided that such compensation does not result in overtime:

- A. Ventura County Medical Center/Santa Paula Hospital/Ambulatory Care
  - 1. Environment of Care Committee
  - 2. In-House Registry Committee
  - 3. Policy and Procedure and Forms Committee
  - 4. Product Evaluation Committee
  - 5. Acuity Review Committee
  
- B. Behavioral Health
  - 1. Environment of Care Committee
  
- C. Public Health
  - 1. Continuous Quality Improvement

Should new committees be established which address issues related to professional practices or working conditions, the Health Care Agency shall open discussions with CNA on committee participation.

ARTICLE 25  
**JOB POSTINGS AND TRANSFERS**

- Sec. 2501    **Definition:** A transfer is a change from one department or agency to another in the same or similar classification, or a change from one class to a similar class within a County department or agency.
- Sec. 2502    **Notice of Vacant Positions:** Job announcements for bargaining unit vacancies that are to be filled, shall be posted for a minimum of 14 calendar days in each unit or department, cafeteria area and the County Human Resources website.
- Sec. 2503    **Minimum Qualifications:** A person must meet the minimum qualifications of the classification to which he is to be transferred. Employees who have not completed their probationary period shall not be eligible for transfer.
- Sec. 2504    **Pay/Salary Rate And Merit Increase Hours Needed On Transfer:** If the transfer occurs within the County Service, there shall be no change in salary rate. Any regular employee may be transferred from one position to another in either the same classification or to one which has the same salary range. An employee so transferred shall not have his merit increase hours needed reset.
- Sec. 2505    **Probationary Period On Transfer:** If transfer occurs within the County Service, the employee shall not be required to serve another probationary period.
- Sec. 2506    **Approval Of Transfer:** All transfers must have the written approval of the appointing authorities concerned and the Director - Human Resources.
- Sec. 2507    **Written Request For Transfer:** Any employee wanting to transfer shall submit a request in writing to the Director - Human Resources indicating his desire to transfer, his present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2508    **Consideration For Appointment Of Person Requesting Transfer:** Whenever the Director - Human Resources receives a request for certification of eligibles to an appointing authority, all persons who, within one (1) year from the date of the certification request, have requested a transfer shall have their names submitted to the appointing authority for consideration for appointment and shall be so notified. Such consideration

shall be made in accordance with the provision of Section 809 of the Ventura County Personnel Rules and Regulations.

Sec. 2509 **Transfer Within Department/Agency:** An employee desiring transfer or reassignment to another position within the same Department/Agency may request consideration for transfer, in writing on the designate form, to the Health Care Agency personnel officer. This form will be retained and valid for six (6) months or until position/assignment is filled, whichever occurs first.

When a vacancy occurs and is posted, if there is more than one qualified candidate (considering competencies, skills, experience, and abilities) each candidate will be given equal consideration as determined by nursing administration. All things being equal, years of service will be the determining factor.

Sec. 2510 **Duration Of Transfer Request:** Except as provided in Section 2508 and notwithstanding any other consideration, a transfer request shall not be honored for more than one (1) year. In addition, a transfer request may be invalidated for any of the following reasons:

- A. The person has accepted a transfer which resulted from the specific transfer request.
- B. The person no longer has status in the County service as a regular employee.
- C. The person requests that his name be removed from consideration.
- D. The person refuses an offer of appointment.
- E. The person is refused appointment by three (3) appointing authorities.
- F. The person fails to appear for a selection interview once he has been notified of his eligibility for consideration.

Sec. 2511 **Pay/Salary Rate And Merit Increase Hours Needed On Involuntary Transfer:** Whenever an employee is involuntarily transferred to a different position in a different classification having the same salary range as his former position, he shall retain his salary rate and his merit increase hours needed will not be reset.

Sec. 2512    **Transfer To Fixed Term Positions:** Regular employees shall have the opportunity to apply for and transfer to fixed term positions without losing their rights to a regular position. Regular employees who transfer to a fixed term position may bump back to a regular position at such time that funding for the fixed term position expires.

Sec. 2513    **Reassignment/Transfer in Lieu of Layoff Due to Loss of Program Funding or Program:** Upon program termination or loss of program funding, employees who otherwise would be laid-off shall be provided with a list of all active vacant positions for CNA-represented classifications. Said employees will have the opportunity to apply for and compete for any of the listed available positions. If there is more than one qualified candidate (considering competencies, skills, experience and abilities) each candidate will be given equal consideration as determined by nursing administration. All things being equal, years of service will be the determining factor. In no case will an employee be assigned or transferred to a position for which he or she has not applied.

ARTICLE 26  
**REDUCTIONS IN FORCE**

Sec. 2601 **Layoff Procedure:** Whenever there is a reduction in force, one or all of the following may occur, until the situation which necessitated the reduction in force has been eliminated:

- A. All incentive or differential payments to existing employees shall cease.
- B. Except for emergency situations as declared by the County, no overtime will be authorized.
- C. All merit increases may be delayed for 2,080 hours.
- D. Employees shall be laid off in the following order:
  - 1. Extra help employees
  - 2. Provisional employees
  - 3. Fixed term (only those positions filled with Regular and Regular Probationary employees)
  - 4. Temporarily promoted employees
  - 5. Probationary employees
  - 6. Employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have received a disciplinary suspension of more than one (1) day, demotion or reduction in pay equal to a suspension of more than one (1) day. If an employee has been demoted as a result of this provision then, for further reduction in force decisions, such disciplinary action will not be considered.
  - 7. Regular employees.
- E. Upon request of the affected employee, CEO/HR shall provide a written explanation of the final determination of the reduction in force.

So that CNA and all potentially affected employees may properly monitor application of the procedure set forth herein, the County shall, whenever possible, notify CNA and all such potentially affected employees of its intention to utilize this procedure at least four (4) weeks prior to the actual occurrence of layoff.



Sec. 2602 **Seniority:** "Seniority" shall be determined by each employee's "continuous service" with the County. All uninterrupted employment (including all time served as a provisional, probationary, limited term or regular less than full-time employee) shall be counted as continuous service for purposes of calculating seniority. A separation from the County service shall be the only cause for a break in continuous service, provided, however, a separation of three (3) or fewer days shall not constitute such a break. There shall be no "bridging" with prior County service for purposes of establishing seniority or calculating continuous service. An authorized leave of absence shall not constitute a break in service, but no time spent on an authorized leave of absence shall count towards continuous service and all seniority shall be adjusted by an amount of time equal to the time spent on such leave of absence.

Sec. 2603 **Order Of Layoff:** For purposes of this Article only, and as per Section 2610, each Department within HCA and each unit within VCMC/SPH shall be considered as separate and distinct organizational entities. The determination of which employee(s) shall be laid off shall be made within each Department (or in the case of VCMC/SPH, within each unit) on a classification-by-classification basis. The County shall designate the classification(s) to be affected. The order of layoff shall be determined by length of seniority and shall be in reverse order of seniority status. If two (2) or more employees have identical seniority, then such employee(s) shall be laid off in the order determined by the appointing authority.

Whenever a Department Head believes that the best interest of the Department requires the retention of an employee with special qualifications, skills, abilities or fitness for his/her position, the Department Head may prepare a written request to the Director - Human Resources to grant an exemption to the order of layoff. Subsequent to conducting a review of the request, the Human Resources Director shall forward the request, together with his recommendation, to the County Executive Officer for final action.

Sec. 2604 **Transfer In Lieu Of Demotion:** A regular employee who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in his/her department within a classification for which he is qualified. The provisions of this Agreement shall govern such transfers and/or voluntary demotions and transfers. If there are two (2) or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such vacancy(ies). If the seniority status of these employees is

equal, the Appointing Authority shall then have the right to fill such vacancy as he/she desires.

**Sec. 2605 Demotion In Lieu Of Layoff (Bumping):**

- A. If there are no vacant positions to which a regular employee who is to be laid off can transfer and/or demote and transfer as per 2604, then such regular employee shall have the right to demote to any position within his department (or, in the case of a VCMC/SPH employee, his/her unit) within a classification in which that employee previously held permanent status. Such "bumping" is restricted to positions within the department, or in the case of VCMC/SPH, to positions within the Unit, in which the employee is employed, provided, however, VCMC/SPH employees may "bump" into other units as per subsection "B" of this section. "Bumping" shall not be restricted to classes within the bargaining unit covered by this Agreement. Should an employee bump into a position within a classification in a bargaining unit covered by another Agreement, then the layoff procedures applicable to that classification's bargaining unit shall then become controlling. There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the Agreement which is controlling for that classification.
- B. If a VCMC/SPH employee is deemed "qualified" by VCMC's Director of Nursing, he/she may then utilize his/her seniority to "bump" into VCMC/SPH Units other than the one in which he/she was employed at the time of lay-off. For purposes of this subsection only, such a VCMC/SPH employee "bump" shall also include movement to the same classification within another VCMC/SPH unit. The determination as to whether or not an employee is "qualified" shall be at the sole discretion of the VCMC/SPH Director of Nursing who shall be guided by the subject employee's recency of relevant experience, continuing relevant education, and the possession of current and relevant certifications and/or licenses. Subsequent to the aforementioned determination by the Director of Nursing, such employee must then demonstrate that he/she is fully competent in the new unit after an orientation period of no less than two (2) weeks duration. If an

employee is not deemed fully competent at the end of the orientation period, then he/she shall be laid off and placed on the appropriate lists as per sections 2606 and 2607. This subsection shall be applied only when VCMC/SPH employees are being both laid off from classifications covered by this Agreement and "bumping" into other classifications covered by this Agreement.

Sec. 2606 **Reemployment:** All persons who have been laid off as a result of a reduction in workforce shall have their names placed on a Reemployment Eligible List for the classification in which they were employed immediately prior to being laid off. There shall be two (2) Reemployment Eligible Lists: one which includes only the names of the laid off employees within the department (or, in the case of VCMC/SPH , within the unit), and the other which has the names of all other HCA (or, in the case of VCMC/SPH, department) employees who were laid off. The HCA Department and VCMC/SPH Unit Reemployment lists shall have priority over (respectively) the HCA Agency and VCMC/SPH Department Reemployment lists. Eligibles on Reemployment Lists shall be ranked in reverse order of their order of lay-off. Each person's name shall remain on such lists for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been reemployed, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel Rules and Regulations, whichever occurs first. Eligibles on the Reemployment List shall be reappointed to vacant positions as they occur in the classification and department (or, in the case of VCMC/SPH, in the classification and unit) in which they were employed immediately prior to layoff. Such eligibles may be interviewed for consideration for appointment to vacant positions in other departments or units in the classification in which they were employed immediately prior to layoff.

Sec. 2607 **Classification Reinstatement:** All employees who have demoted to a lower classification as a result of a reduction in workforce shall have their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be two (2) Classification Reinstatement Lists: one which includes only the names of the demoted employees within the department (or, in the case of VCMC/SPH , within the unit), and the other which has the names of all other HCA (or, in the case of VCMC/SPH, Department) employees who were demoted from the specific classification. The HCA department and the VCMC/SPH Unit Classification Reinstatement lists shall have priority (respectively) over HCA Agency and VCMC/SPH Department Classification Reinstatement lists. Eligibles on the Classification Reinstatement Lists shall be ranked in

reverse order of the order of their demotions. Each person's name may remain on such lists for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been reinstated to the classification from which they were demoted, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel Rules and Regulations, whichever occurs first. To remain on a Classification Reinstatement List, a person must maintain status as an HCA employee. Eligibles on the Classification Reinstatement List shall be reappointed to vacant positions as they occur in the classification in the department (or, in the case of VCMC/SPH, in the Unit) in which they were employed immediately prior to layoff. Such eligibles may be interviewed for consideration for reappointment to vacant positions in other departments or units in the classification in which they were employed immediately prior to layoff.

**Sec. 2608 Restoration Of Benefits:**

- A. Sick Leave - For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are reappointed. Whenever a person becomes ineligible for reemployment and such person has not been reemployed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1507 of this Agreement.
- B. Seniority - For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated.
- C. Salary - Laid off employees who are reemployed or demoted employees who are reinstated to the classification demoted from, shall receive salary equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the salary range of the classification, whichever is less, upon reemployment or classification reinstatement.
- D. Annual Leave Accrual Rates - Laid off employees who are reemployed shall have the Annual Leave Accrual rate they held immediately prior to layoff restored.

- E. Vacation Accrual Rates - Laid off employees who are reemployed shall have the vacation accrual rate they held immediately prior to layoff restored.
- F. Merit Increase Hours Needed - An employee who is reemployed while in layoff status shall retain the merit increase hours needed as of the time of the layoff.
- G. Retirement Contributions - Upon reemployment, laid off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to redeposit said funds to the retirement system.
- H. Grievability - Persons disputing the application or interpretation of layoff, reemployment and/or classification reinstatement policies shall use the grievance procedure to resolve their dispute and shall not have any such allegation considered under any other County administrative procedure.

Sec. 2609 **Priority Of Lists:** The order of priority of eligible lists for certification to an appointing authority shall be: Classification Reinstatement List, Reemployment List, Department/Agency Promotional List, Countywide Promotional List, County Service Reinstatement List, and Open List.

Sec. 2610 A. **HCA Organization:** Unless otherwise explicitly provided within this Article, and for purposes of this Article only, HCA shall not be considered as a single entity, but rather, as an organization comprised of the following separate and distinct Departments:

1. The Ventura County Medical Center (including Santa Paula Hospital (SPH), Psychiatric Unit, Ambulatory Care, and auxiliary services).
2. The Public Health Department including Emergency Medical Services.
3. The Behavioral Health Department including Crisis Team.
4. General Administration.

B. **VCMC/SPH Organization:** Unless otherwise explicitly provided within this Article, and for purposes of this Article only, the term "unit" (when used with respect to VCMC/SPH) shall mean any one of the following separate and distinct organizational entities:

Emergency Department  
Surgical Services  
    Pre-Anesthesia Care Unit (Pre-op)  
    Surgery  
    Post Anesthesia Care Unit (Post-op)  
    Day Surgery  
    GI Lab  
Pediatrics  
    Pediatric Intensive Care Unit  
Neonatal Intensive Care Unit (including Intermediate and Intensive  
    Care)  
Maternal/Infant Unit  
    Labor and Delivery  
    Post Partum and Couplet  
    Transitional Care Unit  
Med/Surg (including Telemetry)  
Intensive Care (including Intensive Care and Definitive Observation  
    Unit (DOU))  
Ambulatory Care  
Inpatient Psychiatric Care (including Assessment and Referral and  
    Acute Inpatient Care)

**ARTICLE 27**  
**NURSING PROCESS STANDARDS/RATIOS**

No nurse shall be required to practice in a manner which jeopardizes patient care, exceeds the limit of a registered nurse licensure as defined by the Nurse Practice Act, or is outside Title 22, section 70217 related to nurse service staff, as determined and controlled by the California Department of Public Health.

If a nurse believes that circumstances are present which may jeopardize a patient's health or safety, the nurse must attempt to resolve the issue with their immediate supervisor by communicating their concern in writing. The supervisor shall respond to the registered nurse within 14 days from receipt of the written notice. If the matter is not resolved at this level, the matter may be brought to the Professional Practice Committee (PPC) by submitting an Assignment Despite Objection form. The PPC will bring forth any issues related to the above to the Patient Classification Committee for review.

A formal Patient Classification Committee (PCC) will be established in accordance with Title 22. The committee will be composed of five (5) nurses, two (2) members from the Professional Practice Committee and three (3) staff nurses who are not participating on any other committee and five (5) managers, one of whom will be the Chief Nurse Executive or his/her designee. The PCC will meet a minimum of once per year. PCC members will be compensated for time spent in committee meetings. Such release time or additional hours of pay for the committee members shall not be counted as hours worked for purposes of calculating overtime.

Interested staff may provide input to the Committee concerning the Patient Classification System, potential required revisions, and the overall staffing plan.

If the review by the PCC reveals that adjustments are necessary in the Patient Classification System in order to assure accuracy in measuring patient care needs, such adjustments will be reviewed by the Nursing Administrative Team for determination of need for adjustment.

## ARTICLE 28 TECHNOLOGY

CNA and Management agree to jointly support efforts to increase efficiency, effectiveness, productivity, and economy in all operations through improving methods, reducing waste, and in exploring and implementing change that will contribute to sound, effective, economical county government. To the extent that such improvements involve technology, the County affirms the following guiding principles with respect to the implementation and use of technological advances affecting the practice of nursing:

1. Technology must be consistent with the provision of safe, therapeutic, effective care which promotes patient safety. Deployment of technology is intended to support the registered nurse and CNA represented members in the implementation of the nursing process, including the use of clinical judgment in assessment, planning, implementation and evaluation of care and the nurse as a patient advocate. New technology may affect nursing duties but will not be used to supplant the overall role of nurses in providing direct patient care.
2. The manner in which technology is used shall ensure patient confidentiality.
3. Technology is intended to enhance, not diminish nursing skills.
4. Technology is intended to provide information and options for clinical decision making. Clinicians will maintain accountability for actual clinical decision-making, including incorporating individualized patient needs, complications and co-morbidities, as appropriate.
5. Prior to implementing new technology, the Health Care Agency shall notify the PPC of the proposed new technology being considered. Upon CNA's request, HCA management shall meet with the PPC to assess the extent to which the new and existing technology meets the guidelines set forth in this Article, and provide opportunities for registered nurses to have input regarding the new technologies. Input from the nurses and the PPC will be considered prior to the implementation of the new technology.



ARTICLE 29  
**NO STRIKE/NO LOCKOUT**

During the term of this Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by CNA, and no lockouts shall be made by the County. If this section is violated, the party committing the violation shall lose all rights under this Agreement.

ARTICLE 30  
**NON-DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees covered hereby without favor or unlawful discrimination because of age, sex, race, color, creed, national origin, sexual orientation, religion, or disability status. The County's Affirmative Action Plan will be fully supported by CNA.

ARTICLE 31  
**COUNTY RIGHTS**

It is the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reason, classify and reclassify positions, and determine the methods, means, and personnel by which the County's operations are to be conducted; provided, however, that the exercise and retention of such rights do not preclude employees or their representatives from consulting about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

Nothing contained in this provision shall be deemed to supersede the provisions of existing State law and the ordinances and rules of the County which established the Civil Service System.

ARTICLE 32  
CNA RIGHTS

Sec. 3201     **Association Business And Paid Work Time:** The County agrees to authorize CNA's Local Chapter Chief Nurse Representative one (1) hour per month of paid County time to attend Local Chapter Board Meetings. It is understood that CNA's Board meetings are held the first Wednesday of each month. That Chief Nurse Representative, and/or his/her designee(s) is also authorized to use up to a total of sixteen (16) additional hours per year, with department/agency head approval (which shall not be unreasonably withheld), to attend recognized employee organization conferences. Officers, executive board members, and CNA-member representatives will conduct all Association business, except for time specified by Sections 3202 or 3203, on their own time by utilizing previously accrued vacation or annual leave hours or leave without pay.

Sec. 3202     **Union Business / CNA Member Representative Time:**  
Starting on December 2, 2009, and on the same date on each subsequent year a CNA Member Representatives' Bank will begin the year with one hundred twenty (120) hours of release time for use on the preparation investigation and presentation of filed grievances, attend Weingarten, Skelly or any other meeting where a CNA member would be entitled to representation. CNA Member Representatives' may draw from the Member Representative's Bank only during a regularly scheduled work day, or during a regular day off with prior management approval and provided that such compensation does not result in overtime. No one CNA Member Representative shall use more than twenty-five percent (25%) of the CNA Member Representatives' Bank. The bank hours used will be in accordance with the provisions of this article, and CNA Member Representatives are required to report all bank hours on their time cards.

It is further agreed that CNA Member Representatives will conduct all other Union business, except for time spent in negotiations, on their own time by utilizing vacation time or leave without pay.

Sec. 3203     **CNA Member Representatives:** The County affirms the right and recognizes the necessity of the Union to designate employees as CNA Member Representatives. Further, Management recognizes that CNA Member Representatives are the official on-site representatives of the Union and commits that no CNA Member Representative will be unlawfully discriminated against because of the exercise of his/her rights and duties. It is also agreed by the County and the Union that the purpose of all Union representatives is to promote an effective relationship between the County

and the Union by assisting in settling grievances at the lowest possible level of the grievance procedure.

A. The Union may designate CNA Member Representatives to represent employees in the processing of grievances, at Weingarten meetings, appeals from disciplinary action, and their formal appeals subject to the following rules and procedure:

1. The Union, on a quarterly basis, shall furnish the Director-Human Resources and the Director of Nursing with a written list identifying by name and assigned work areas all regular CNA Member Representatives and the list shall be kept current by the Union. There shall be no more than twenty (20) CNA Member Representatives.
2. The Union will designate as a CNA Member Representative only employees who have passed an initial probationary period and have been designated as permanent.

B. Representational Duties:

1. When requested by an employee, and utilizing CNA Member Representatives' Bank Time, a CNA Member Representative may assist in the preparation and presentation of informal and formal grievances. Weingarten meetings on County time, but the time spent attending these such meetings shall not be drawn from the CNA Member Representatives' Bank.
2. After notifying and receiving approval of his/her immediate supervisor, a CNA Member Representative shall be allowed reasonable time off during working hours (without loss of time or pay), drawn from the CNA Member Representatives' Bank or the employee's accrued leave, to present such formal grievances. The CNA Member Representative's immediate supervisor will authorize the CNA Member Representative to leave his or her work unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the CNA Member Representative of the reasons for the denial and establish an alternate time when the CNA Member Representative can reasonably be expected to be released from his or her work assignment. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall

be extended for the length of the delay.

3. When a CNA Member Representative desires to contact an employee at his/her work location, the CNA Member Representative shall first contact the immediate supervisor of that employee to make an appointment, advise him/her of the nature of the business, and obtain permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the CNA Member Representative when he/she can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall be extended for the length of the delay.
4. Interviews or discussions with an employee and a CNA Member Representative during working hours will be handled expeditiously. A CNA Member Representative is authorized by the Union to act on behalf of CNA regarding grievances and work condition issues related to the area of representation.
5. The CNA Member Representatives shall be required and held accountable to complete their usual work assignments and shall not be authorized to work overtime to accomplish work, which would otherwise be part of his/her normal assignment. The CNA Member Representatives are required to report all Representatives' Bank Time used on their timecard.
6. It is understood by the parties that distribution of Union information is not an eligible use of CNA Member Representatives' Bank Time.

Sec. 3204 **Negotiating Committee:** The committee authorized by CNA to meet and confer or negotiate collectively shall consist of the local Chapter's Chief Nurse Representative, and not more than five (5) other employees who will be compensated for hours spent in scheduled negotiations. Except as set forth below, such employee members will be paid by the County for the time spent in negotiations with management, but only for those hours they would otherwise have worked on their regular work schedule. Meetings shall be held at a time and place mutually acceptable to all parties.

Additional employee members shall be compensated when approval and authorization for such payment has been made by the County.

Negotiation Committee members scheduled to work a night shift immediately prior to and/or after a scheduled bargaining session shall be released from the shift(s). A maximum of twelve (12) hours of release time will be switched to the time corresponding to the scheduled bargaining session and shall be paid by the County.

Paid time for time spent in negotiations shall not exceed the employee's regularly scheduled hours.

- Sec. 3205     **Employee Orientation:** CNA and the County agree to coordinate times for Association Representatives/Nurse Representatives to meet with all newly hired employees in classifications represented by the Association for one (1) hour during the New Employee Orientation period. The County will provide the Association Representative with New Employee Orientation schedules, subject to change, on an annual basis, and any updates as they occur, including dates, times and locations of the sessions. Such time will be scheduled within the New Employee Orientation agenda. The County will provide an appropriate area for the Association to meet with the new bargaining unit members. It is further agreed that, should the Association designate a Nurse Representative to meet with new employees, the Nurse Representative's time will be paid and the Nurse Representative will be released from work for the time needed to travel to and from the meeting location and to meet with employees, provided that the Nurse Representative gives his/her supervisor sufficient advance notice. Any individual Nurse Representative may be released under this section. The County will make its best efforts to provide the Association with a list of the expected participants in orientation at least 48 hours prior to the session.
- Sec. 3206     **Employee Lists:** The County shall furnish CNA, on a biweekly basis a listing of new employees hired and employees terminated within CNA's bargaining unit.
- Sec. 3207     **Association Sponsored Deductions:** In the event CNA wishes to utilize a new payroll deduction code for a union-sponsored activity, CNA shall make a request of the County Auditor-Controller. Dependent upon the availability of additional codes and the agreement of the Auditor-Controller, the new code may be instituted. Upon such approval, CNA shall pay in advance to the County Auditor-Controller the sum of nine hundred fifty dollars (\$950) for activating the code. Existing codes and changes shall

be processed without cost to the Association. The County and CNA agree that both parties shall be saved, indemnified, and held harmless from any liability due to errors and omissions arising out of the other party's use of the CNA-sponsored deductions codes.

Sec. 3208 **Interdepartmental Messenger Service (Brown/Grey Mail):** The County's interdepartmental messenger service (brown/grey mail) may be used for individual business-oriented communication between employees who are represented by CNA and between the paid staff of CNA and such employees, provided that:

- A. Paid staff of CNA shall pick up and deliver all messages being communicated outside the County's normal distribution route.
- B. All mass communications intended for broad departmental distribution shall be submitted for approval by the County Executive Officer or his designee prior to actual distribution.

Sec. 3209 **Meeting Space:** Upon written request of CNA, the County may provide meeting space outside working hours, provided such place is available and CNA complies with all departmental rules and policies of the Board. Requests for use of facilities will be made in advance to the department head and will indicate the date, time, and general purpose of the meeting and facilities needed. Assuming full compliance by CNA with the requirements of this Section, once written approval is granted, CNA shall not subsequently be denied use of the promised meeting space.

Sec. 3210 **Bulletin Boards:** The County will designate at least one (1) bulletin board or a portion of an existing bulletin board in each worksite in which a CNA-represented member works, for the exclusive use of CNA. The space allotted shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Department/ Agency Head or his designated representatives prior to placement on the bulletin board. If the Department Agency Head objects to the contents of such material, he shall immediately notify CNA staff or its representative. Such material shall not be placed on the board, until the dispute is resolved. If agreement cannot be reached between CNA and the Department/Agency Head, the matter shall be immediately referred to the Director - Human Resources for resolution. If either party objects to the decision of the Director - Human Resources, he has the alternative of filing an unfair labor practice charge before the Civil Service Commission. CNA is responsible for posting material upon the designated bulletin board and for neat and orderly maintenance thereof. Such



material shall be signed and dated by a CNA-member representative, officer, or staff member of CNA. Any material not meeting the above criteria shall be promptly removed.

Sec. 3211 **Access:** CNA paid labor representatives shall be granted access to County facilities, in accordance with this Article, upon directly notifying the Director of Nursing (for VCMC) or appropriate Division Manager for Behavioral Health and Public Health or designated management representative and after advising said authority of the general nature of the business. The Association will not meet with nurses during scheduled work time, in nursing units, and shall not disrupt or interfere with the duties and operations of the workplace.

Requests to access non-work areas shall be made by personally contacting the appointing authority or designated management representative as far in advance as possible, but at minimum 24 hours prior to being on site. The Labor Representative shall comply with security measures and precautions pertaining to facility access. The appointing authority shall not unreasonably withhold timely access. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated representative shall establish a mutually agreeable time for access to the employee.

CNA Labor Representatives shall not be required to notify the County when accessing public areas, i.e., cafeteria at both hospitals, during hours open to the public.

CNA Labor Representatives granted access shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal or other representation activity.

CNA Labor Representatives shall be provided access to non-work areas such as conference rooms and cafeteria to conduct representation activities during nurses' non-work time.

(Refer to Exhibit C for supplemental agreement related to Access)

Sec. 3212 **Professional Practice Committee (PPC):** Recognizing the value of a committee which can objectively recommend performance improvement related to patient care, a PPC committee has been established. Recommendations coming from the PPC(s) will be duly considered and members will be advised. Responses to specific PPC suggestions or

recommendations will be made within thirty (30) working days unless the time frames are extended by mutual agreement between the Director of Nursing and Chair of the PPC. Preferably monthly, but no less than quarterly, an open forum of the PPC members and nursing management will occur to discuss items that need resolution. This will be done in a collaborative manner, recognizing the professionalism of nursing, and the valuable input of CNA represented staff and nursing management. Accordingly, the PPC shall consist of five (5) non-probationary registered nurses selected by Association members and provided that not more than one (1) member shall come from a particular unit and including one (1) representative from Santa Paula Hospital.

PPC members shall be released for no more than three (3) hours per scheduled PPC meeting. The PPC meetings shall be scheduled before the work schedule is made and request for release time sent to the Director of Nursing or designee at that time. If a meeting occurs without notification, it will not be considered a formal meeting of the PPC. Such meetings shall be scheduled so as to minimize disruptions with the delivery of health care and shall be mutually agreeable to the County. The Practice Committee shall prepare an agenda which shall be provided to the designated Director of Nursing one (1) week in advance of the scheduled meeting for information purposes only. Meeting space shall be provided by the County.

Matters brought before this committee shall not include subjects which are in any way grievable/arbitrable and/or negotiable. Minutes of meetings shall be maintained and can be reviewed by the Director of Nursing at his/her request. This committee shall be advisory in nature.

A. Objectives - The objectives of the PPC shall be:

1. to consider constructively the professional practice of Nurses;
2. to work constructively for the improvement of patient care and nursing practice;
3. to recommend to administration ways and means to improve patient care;
4. to discuss with administration when, in the opinion of the PPC, a critical nurse staffing shortage exists;

5. to consider constructively the improvement of safety and health conditions which may be hazardous; and,
6. to investigate nurse staffing complaints and, when appropriate, make recommendations to administration to solve the issue(s).

B. Assignment Despite Objection Forms

In accordance with the ethical, legal and professional responsibility of the registered nurse to act as a patient advocate, Assignment Despite Objection forms, or similar written notifications, shall be submitted to the nursing manager or supervisor on duty when in the professional judgment of the registered nurse, a patient or patients are potentially at risk due to any of the following reasons, unsafe staffing, unsafe environment or inappropriate placement due to the level of care needed. Nursing administration recognizes the registered nurses' right to act as a patient advocate and will receive and accept such notification as an objective tool to improve overall patient care. This section is not subject to the grievance procedure set forth in Article 33.

Whenever the Practice Committee makes a written recommendation to the Director of Nursing, a response in writing shall be made as soon as practicable, but no less than thirty (30) days, unless the Chair of the PPC and the Director of Nursing mutually agree that the time may be extended.

Sec. 3213 **PPC Orientation:** One (1) nurse representative selected by the Association will be allowed to provide up to fifteen (15) minutes orientation at the VCMC Nursing Orientation regarding the Professional Practices Committee. The Association will provide to the Nursing Administrator a list each quarter of nurse representatives who could be granted paid release time to provide the orientation. The release of the nurse representative is subject to prior HCA administration approval.

Sec. 3214 **Association Leave:** CNA requests for employee organizational leave shall be made in writing to the CDEO/IRRM and to the affected Department at least forty-five (45) calendar days in advance of the leave. Such leaves shall be on a Leave Without Pay status from one (1) day up to thirty (30) days. CNA may have no more than two (2) employees covered herein on leave of absence to do association business.

To be eligible for Organizational Leave, the employees must have a minimum of one (1) year continuous employment with the County. The requested leave shall only be granted if the reason(s) for the leave are to conduct CNA business.

Requests for such leave may be approved at the discretion of management depending on operational needs of that department. This Section is not grievable.

Sec. 3215 **CNA Member Representative Educational Leave:** A CNA Member Representative may request up to 40 hours of Leave Without Pay per calendar year for the purpose of participating in CNA educational programs. Their request shall be made forty-five (45) days prior to the requested time off. The request will be subject to staffing and scheduling needs of the Health Care Agency. The Health Care Agency will not unreasonably deny such Union requests.

ARTICLE 33  
**GRIEVANCE PROCEDURE**

Sec. 3301    **Definition:** A grievance shall be defined as a dispute by an employee or a group of employees, concerning the application or interpretation of:

- A.    The terms of this Agreement.
- B.    The sections of the Personnel Rules and Regulations incorporated into this Agreement as set forth herein.
- C.    Existing written policies affecting an employee's terms and conditions of employment.
- D.    Written Reprimands, which shall not be subject to Article 21 of the Personnel Rules and Regulations, nor to Article 34 of this Agreement, nor shall they be reviewable under any administrative procedure other than this Grievance Procedure.

Sec. 3302    **Matters Excluded From The Grievance Procedure:** Except as provided in Section 3301, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A.    All disciplinary appeals.
- B.    All appeals arising from examinations.
- C.    Performance review evaluations.
- D.    Those which would require modification of a policy established by the Board of Supervisors or by law.
- E.    Ventura County Personnel Rules and Regulations not specifically included herein in whole or by reference.
- F.    Any aspect of the 401 (k) or 457 Deferred Compensation Plans, and/or its real or potential benefits as provided by Section 2401.

Sec. 3303 **Procedure:**

A. Informal Discussion

1. Within twenty-one (21) calendar days from either the date of the action causing the complaint, or the date upon which the grievant first became aware of the action causing the complaint, whichever occurred first, the grievant shall discuss his complaint in a meeting on County time with his immediate supervisor. In the case of a complaint of illegal discrimination, the employee has the option of discussing it with a member of the Department/Agency Affirmative Action Committee or the Department/Agency Affirmative Action Officer.
2. Within seven (7) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.

B. Formal Complaint - Step 1, Immediate Supervisor:

1. Within seven (7) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the County or the California Nurses Association. Such written grievance shall:
  - a. Fully describe the grievance and how the employee was adversely affected;
  - b. Set forth the section(s) of the Agreement, Personnel Rules and Regulations and/or written policies violated;
  - c. Indicate the date(s) of the incident(s) grieved;
  - d. Specify the remedy or solution to the grievance sought by the employee.
2. Within seven (7) calendar days of the receipt of the formal written grievance the immediate supervisor shall give his decision in writing to the employee on the original copy of the

grievance. As part of that response, the supervisor shall also specify where, to whom, and the final date by which an appeal of his decision must be filed.

C. Formal Complaint - Step 2, Division Head

1. Within seven (7) calendar days from his receipt of the decision at Step 1, the employee may appeal to his division head. The original copy of the grievance form shall be submitted.
2. Within seven (7) calendar days from receipt of the grievance, the division head shall meet with the employee. The employee may be accompanied by his designated representative at such a meeting. Within seven (7) calendar days after the meeting, the Division Head shall give his answer in writing. As part of that response, the Division Head shall also specify where, to whom, and the final date by which an appeal of his decision must be filed.

D. Formal Complaint - Step 3, Agency/Department Head

1. Within seven (7) calendar days from his receipt of the decision at Step 2, the employee may appeal to the agency/department head. The original copy of the grievance form, with the reasons in writing for his dissatisfaction with the answer given by the division head, shall be submitted.
2. Within seven (7) calendar days after receiving the completed grievance form the agency/department head or his designated representative shall meet with the employee and, at the employee's option, the employee's representative, and they shall thoroughly discuss the grievance. The Department/ Agency Head shall give his written decision to the employee within fourteen (14) calendar days after the discussion.

On matters that do not concern or involve the interpretation or application of the specific terms and provision of this Agreement or past practice within the department/agency, the written decision of the department/agency head shall be final as to the disposition of matters within his authority.

Sec. 3304    **Arbitration:**

- A.    A grievance unresolved in the steps enumerated above may be submitted to arbitration by CNA by submitting a letter requesting that the grievance be submitted to arbitration to the Director - Human Resources within fourteen (14) calendar days after the Department/ Agency Head renders a decision. Prior to submitting the matter to arbitration, the Director - Human Resources, or his designee, may meet with CNA in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the County Executive Officer (CEO) for his approval. The CEO shall advise the parties of his decision within fourteen (14) calendar days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within the fourteen (14) calendar days described above, CNA may proceed to submit the matter to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement between CNA and the Director - Human Resources or his designee.
- B.    The Arbitrator shall be selected by mutual agreement. In the event mutual agreement cannot be reached on an arbitrator within fourteen (14) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of five (5) individuals from which one (1) name shall be selected by the parties within fourteen (14) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.
- C.    Costs of the Arbitrator and Court Reporter, if any, shall be shared equally by the parties.
- D.    The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the Agreement in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties. The decision and/or award of the Arbitrator shall be final



and binding upon the County, CNA, and the employee affected, subject to judicial review.

- E. If either the County or CNA shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this Agreement, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 3305 **Mediation:** Prior to an arbitration hearing, CNA and the County, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of CNA and the County. In the event the grievance is not resolved, concessions agreed to or offered during mediation shall not be admissible at a subsequent hearing.

Sec. 3306 **Waiver And Limits:** Grievances may, by mutual agreement, be referred back for further consideration or discussion to prior steps or advance to a higher step in the grievance procedure. Time limits specified in the grievance procedure of this Agreement may be waived by mutual written agreement. Should the County fail to respond orally and/or in writing when required within the specific time limits, the grievance shall be automatically progressed into the next step of the grievance procedure. Likewise, should CNA and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered resolved on the basis of the County's last response and/or considered waived and abandoned for all purposes.

Sec. 3307 **Time Off For Grievance Resolution:** An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by his appointing authority to process, prepare and resolve his grievance.

- Sec. 3308 **Grievances And Rules Or Memoranda Changes:** Grievances shall be arbitrated on the basis of the Rules, Agreement, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.
- Sec. 3309 **Full Disclosure:** At that step of the Grievance procedure described in Section 3303-C, and during any efforts to resolve the matter prior to arbitration under Section 3304, the grieving employee and/or his authorized representative shall disclose to Management's representatives a full detailed statement of the facts of the matter, the specific provisions of the Agreement relied upon, all related arguments, and specify the exact remedy sought.
- Sec. 3310 **Responsibility And Authority Of Respondents:** Respondents at each level of the grievance procedure are empowered to resolve disputes only by properly applying existing provisions of this Agreement; they cannot alter, amend, change, add to or subtract from any of the terms of this Agreement. Thus, an improper response by an organizational subordinate shall not bind his organizational superior and an improper response by a representative of the County shall not bind the County.

ARTICLE 34  
**DISCIPLINARY ARBITRATION**

Sec. 3401    **Purpose:** To provide an equitable and uniform procedure for administration and arbitration of discipline. The provisions of this Article supersede those of Article 21 of the Ventura County Personnel Rules and Regulations.

Sec. 3402    **Written Order For Demotion, Suspension, Reduction In Pay, Dismissal:** The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, or demoted and suspended for cause as specified in Section 3403 by the appointing authority in the following manner:

- A.    The appointing authority shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such Notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he has the right to review the materials being used against him, and a statement advising the employee that he has a right to respond to the charges. A duplicate of that Notice must be filed with the Director - Human Resources and CNA.
- B.    Within seven (7) calendar days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority in said Notice of Disciplinary Action, the employee may respond to the proposed action. Such response may be presented orally or in writing. The employee has a right to have a CNA representative if he so chooses.
- C.    At the completion of the period provided in "B" above, the appointing authority shall review the employee's response, if any, and make a determination whether to cancel, amend, or sustain the proposed action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with Notice of Disciplinary Action again setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based.

The Notice of Disciplinary Action shall also advise the employee that the action being taken is final, and apprise him of his right to request that CNA

submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the Director - Human Resources and CNA.

Nothing in this Section shall be considered to restrict the right of the County to take immediate disciplinary action when it is deemed appropriate.

- Sec. 3403 **Causes For Demotion, Suspension, Reduction In Pay, Dismissal:** In accordance with Section 1345.1.4.13.1 of the Ventura County Ordinance Code, causes for disciplinary action are as follows: fraud in securing appointment, incompetency, inefficiency, inexcusable neglect of duty, physical or mental disability, insubordination, dishonesty, drunkenness on duty, intemperance, addiction to the use of narcotics or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Article 24 of the Ventura County Personnel Rules and Regulations or Sections 1351 and 1351.1 of the Ventura County Ordinance Code, willful disobedience, violation of any provision of Article IV of the Ventura County Ordinance Code, which among other things includes the corrupt use of official authority or influence, or any other failure of good behavior or acts which are incompatible with or inimical to the public service.
- Sec. 3404 **Disciplinary Reduction In Salary:** In accordance with the necessity for taking disciplinary action, the salary of a CNA represented employee may be reduced by either 2.5% or 5% for a period of time not to exceed thirteen (13) pay periods for any one offense.
- Sec. 3405 **Suspension Without Pay:** Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no salary shall be paid to the suspended employee for the duration of his suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of annual leave, vacation and sick leave accruals.
- Sec. 3406 **Demotion:** The employee may be demoted to a classification which has a lower salary range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to the salary in the range of the position to which he has been demoted which is approximately 5% lower than the salary he was receiving in the higher class. If the top step of the salary in the range of the position to which he has been demoted is more than 5% lower than the salary he was

receiving in the higher class, the employee shall receive the top step of the salary in the range of the position to which he has been demoted. An employee so demoted shall not have his merit increase hours needed reset.

Sec. 3407 **Disciplinary Action Imposed During Probationary Period:** The appointing authority may dismiss, demote, suspend, demote and suspend, or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary employee nor CNA may request arbitration of any disciplinary action taken against an employee during his probationary period.

A promoted employee who is dismissed during his probationary period shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification in the department/agency. If no such vacancy exists, every reasonable attempt will be made by the appointing authority to retain the employee in an underfill capacity. Only if there is no vacancy and the appointing authority is unable to make reasonable accommodation, the employee shall be placed on a leave of absence without pay not to exceed one (1) year and shall be granted the first position that becomes available in his former classification. The above provisions shall not apply if the cause of the dismissal warrants dismissal from County service. If the cause for dismissal warrants dismissal from County service, the employee may request that CNA submit the matter to arbitration.

Sec. 3408 **Non-Discrimination:** Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or functional limitation.

Sec. 3409 **Request For Arbitration:** If an employee wishes to appeal a disciplinary action, he shall ask that the matter be submitted to arbitration by CNA. If CNA concurs, it shall submit to the Director - Human Resources, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of CNA's request, the Director - Human Resources shall, within fourteen (14) days, request a panel of five (5) names from the State Mediation and Conciliation Service or some other mutually agreeable list. Within seven (7) calendar days of the receipt of that list, the parties shall jointly select an arbitrator. In the event the parties are unable to select an arbitrator, they shall alternately strike names from the list with the last name being the arbitrator selected. The party striking the first name shall be determined by lot.

Sec. 3410 **Arbitration Costs:** The costs of the arbitrator shall be paid by the losing party. In the event the arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

Sec. 3411 **Scope Of Arbitrator's Authority:** The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this Agreement. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then he shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then he shall make a decision confirming or modifying the action of the appointing authority provided, however, that his authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 3402. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 3405, nothing shall preclude the Arbitrator from ordering the reinstatement of an employee with or without back pay. The decision of the Arbitrator shall be final and binding, subject to judicial review pursuant to Title 9 of Part 3 of the Code of Civil Procedure of the State of California, upon the employee, the County, and, if applicable, CNA.

Sec. 3412 **Governing Provisions:** All arbitration proceedings arising under this Article shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California. However, Code of Civil Procedure Section 1283.05, relating to discovery, shall not be a part of this Agreement. Further, subpoenas duces tecum may be issued by the attorney or other representative of a party as well as by the arbitrator. All other provisions relating to subpoenas found in Chapter 3 of Title 9 of the Code of Civil procedure shall apply.

Sec. 3413 **Arbitrability:** If either the County or CNA shall claim before the Arbitrator that a particular request for arbitration fails to meet time limits, or is in some other manner defective, and, thereby, fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing

in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such appeal fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on its merits.

Sec. 3414 **Report Of Hearing:** The Arbitrator shall render his report to the parties in writing, including reasons for any decision, within thirty (30) calendar days of the completion of the hearing. Failure to comply with this provision shall result in the automatic waiver of all arbitration, per diem, preparation, and related fees.

Sec. 3415 **Vacation Of Order:** A decision of the Arbitrator may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues on the application of a party to the arbitration for any of the following causes, materially affecting the substantial rights of the parties:

- A. Irregularity in the arbitration proceedings, or any order of the Arbitrator or abuse of discretion by which either party was prevented from having a fair hearing.
- B. Accident or surprise, which ordinary prudence could not have guarded against;
- C. Newly discovered evidence which could not, with reasonable diligence, have been discovered and produced at the hearing and which is material to the question that was before the Arbitrator;
- D. Error in law, occurring at the arbitration and excepted to at the arbitration by the party making the application or motion.

Sec. 3416 **Application For Vacation Of Order:** The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of his order and shall designate the grounds upon which vacation is requested.

Should the Arbitrator grant a hearing on the application or motion, the Arbitrator shall, after review of the application or motion, specify the ground or grounds on which it is granted and his reason or reasons for granting the application or motion. At the hearing, the evidence introduced shall be limited to the ground or grounds upon which the hearing was

granted. At the conclusion of the hearing, the Arbitrator shall either confirm his prior findings and decision or issue a new finding and decision.

The filing of an application under this Section shall not be necessary to exhaust administrative remedies and the application or motion shall not operate to stay the effectiveness of the Arbitrator's order except by discretion of the Arbitrator upon a showing by affidavit of emergency or hardship should the order not be stayed.



**ARTICLE 35**  
**FULL UNDERSTANDING, MODIFICATION WAIVER**

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is the intent of the parties that this Agreement be administered in its entirety in good faith during its full term. It is recognized that during such term, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify CNA indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where CNA requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify CNA of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

Where Management makes any changes in working conditions because of the requirements of federal or state law, the County shall not be required to renegotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of this Agreement.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

- E. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
- F. Management may exercise its right to use a time and attendance system, which will integrate with the VCHRP payroll system. This system will not include an employee locator system.

ARTICLE 36  
**AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Agreement:

- A. Management's principal authorized agent shall be the Director - Human Resources or his duly authorized representative.
- B. CNA's principal authorized agent shall be the designated CNA Labor Representative or his/her duly authorized representative.

ARTICLE 37  
**PROVISIONS OF LAW**

It is understood and agreed that this Agreement is subject to all current and future applicable federal, state, and County laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of federal, state or County laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Agreement shall not be affected thereby.

ARTICLE 38  
**COOPERATION WITH COMPLIANCE EFFORTS OF THE  
VENTURA COUNTY MEDICAL CENTER (VCMC)**

CNA agrees to cooperate with VCMC as necessary so that VCMC may meet all requirements imposed by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commissions, association or other governing or advisory body having authority to set standards governing the operation of VCMC. CNA further agrees to fully cooperate with any compliance-related activities of VCMC, whether voluntarily initiated by VCMC or required by any federal, state, or local agency, including without limitation, attending training sessions and providing certifications as requested by VCMC.

The definition of VCMC as defined by the Office of Inspector General Integrity Agreement includes but is not limited to, employees of the Ventura County Medical Center, employees of the Behavioral Health Department, and employees of Health Care Agency Administration.

## ARTICLE 39 **WORKPLACE SAFETY**

It is the goal of the County of Ventura to promote a safe environment for all people in the workplace. It is also the County's intent to properly manage any incidents that occur so as to minimize injury and other forms of loss. In order for the County to achieve its goals, it adheres to all federal, state and local regulations in addition to having developed a workplace safety program outlining the policies and procedures regarding employee health and safety. Each and every individual must become familiar with the program, follow and enforce the procedures, and become an active participant in this workplace safety program.

While management (the workplace safety officer and Risk Management) will be responsible for developing and organizing this program, its success will depend on the involvement of each employee. Therefore, it's the responsibility of all employees to report all threatening behavior or unsafe conditions to management immediately.

The Professional Practice Committee may recommend in writing to the nurse manager representative on the Hospital Safety Committee that a particular health and safety issue affecting nurses be presented for consideration by the safety committee/officer. The Professional Practice Committee shall be notified regarding the outcome.

HCA management will conduct a safety assessment of VCMC/SPH (inclusive of psychiatric and ambulatory care/AFMC), including receiving and considering input from staff and four CNA-appointed representatives, and will install one metal detector in the VCMC Emergency Department by December 31, 2020.

## ARTICLE 40 HEALTH AND SAFETY

The County of Ventura shall provide information and training to all CNA represented members on communicable illness and/or disease to which he/she may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, methods of protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable, and meet minimum standards as established by the Centers for Disease Control and the World Health Organization. Record of CNA-represented members having attended/participated in annual safety updates shall be kept by HCA.

The CNA-represented member is responsible for communicating with their manager any questions or concerns related to policy and procedure related to communicable disease.

All CNA-represented members shall be provided appropriate equipment and/or attire whenever the work conditions warrant such protection. The CNA-represented member is responsible for strictly adhering to hospital policy and CDC recommendation as applicable to this setting.

The County's Infection Prevention and Control Committee (IPCC) shall include two (2) CNA unit members as designated by the PPC, and who will be responsible for attending the monthly IPCC meeting.

ARTICLE 41  
**ASSOCIATION MEMBERSHIP**

**A. GENERAL CONDITIONS**

The County and the Association shall comply with federal and state law for the deduction and remittance of membership dues and fees. All employees covered by this Agreement may voluntarily become and remain members in good standing of the Association pursuant to the provisions of Meyers-Milias-Brown Act (MMBA). No employee shall be required to join the Association as a condition of employment at the County.

**B. ASSOCIATION DEDUCTIONS**

1. The Association certifies that it will only send requests to initiate dues deduction for employees who have authorized the deductions. Bargaining unit members who are members of the Association on or after the effective date of this agreement who wish to withdraw from Association membership may do so by filing a written notice with the Association in accordance with the terms of the Association membership form signed by the employee. Each employee who is a member of the Association or otherwise authorizes Association deductions shall have the Association deductions deducted as provided in this Article.
2. The Association will certify to the County to begin deductions or to cease deductions from the salaries of bargaining unit members. Such certification shall occur no later than the 15<sup>th</sup> of the month for the following monthly or bi-weekly payroll cycle. Such deductions shall be delivered to the County in an electronic format.

The Association list to be submitted shall contain the following information:

- a. Bargaining Unit
- b. Campus or Medical Center
- c. Employee Name (last, first, middle)
- d. Employee Identification Number

The county and the Association shall meet and discuss in a good faith effort to reach agreement regarding any issues related to processing Association deductions.



It is not the intent of the parties to delay or deny processing Association deductions due to unavailable information.

3. The County shall deduct and remit to the Association, no less frequently than once a month, Association deductions, as certified by the Association. The County shall not be responsible for deductions in any pay period in which the employee's net earnings are insufficient to cover the deduction. The County shall also remit, on a monthly basis, an alphabetical list showing the names of payees and the amounts deducted and remitted.
4. Employee Lists: Upon request, and no more frequently than on a monthly basis, the County shall remit a list of bargaining unit employees that includes the following information: name (first, middle, and last), Social Security Number, Employee ID, Address, City, State, Zip code, Home Phone, email address, Classification, Department/Unit, Job Title, Standard Tour of Duty hours, Shift, Hire Date, Base Hourly Rate, FTE, Pay period end date, and amount deducted (0 if none) in an Excel format to: [MemberReports@Calnurses.org](mailto:MemberReports@Calnurses.org).
5. No employee shall be dropped from Association membership upon return from any leave of absence or layoff, unless such leave or layoff constitutes a break in service.
6. Any written communications received by the County from bargaining unit members regarding Association membership shall be returned to the member by the County with reference to this Article. The County shall direct all bargaining unit member questions regarding Association membership to the Association.

#### **D. INDEMNIFICATION**

It is specifically agreed that the County assumes no obligation other than that specified, above, or liability, financial or otherwise, arising out of the provisions of this Article. The Association shall inform the County once a year of the amount of monthly dues under this provision. Such notice shall be sent no later than 60 days prior to implementation of any change in the amount of dues to allow for appropriate programming. Further, the Association hereby agrees that it will reimburse the County for any costs and indemnify and hold the County harmless from any claims, actions, or proceedings by any person or entity, arising from the provisions set forth within this article.

#### **E. CORRECTION OF ERRORS**

If, through inadvertence or error, the County fails to make authorized deductions, or any part thereof, the County shall assume no responsibility to correct such omission or error retroactively. Once the funds are remitted to the designated representatives of the Association, their disposition thereafter shall be the sole and exclusive responsibility of the Association. It is expressly understood and agreed that the Association shall refund to the member any deductions erroneously withheld from a member's wages by the County and paid to the Association. In the event the Association fails to refund such deductions within a reasonable period of time following notification of the error, the County may make such refund and deduct the amount from the amount due to the Association.

ARTICLE 42  
**INTEGRITY OF THE BARGAINING UNIT**

The County agrees it will not challenge the bargaining unit status of any employee or job classification covered by this Agreement, claim that any employee or job classification covered by this Agreement exercises supervisory authority within the meaning of the NLRA, assign duties to or remove direct patient care duties and responsibilities from any employee for the purpose of removing that employee from the bargaining unit, or eliminate or remove from bargaining unit nurses with direct care responsibilities of Registered Nurses and Nurse Practitioners described in the preceding paragraph. Finally, the County also agrees that during the term of this Agreement it will not challenge the Association's right to represent any employee in any job classification covered by this Agreement based on a claim that such employee is a supervisor within the meaning of the NLRA.

**ARTICLE 43**  
**RN DEGREE WORK LIFE BALANCE**

Employee enrolled in bona fide degree program (BSN, MSN, NP or PhD in nursing) may step down from full time status to 2/3 part-time status for the duration of their academic program, up to a maximum of two years, after which the RN would return to full-time status.

1. The County shall establish the maximum amount of thirteen (13) employees to participate in the RN Degree Work Life Balance Program.
2. A maximum of one (1) employee per unit or department shall participate in the program at the same time.
3. Employees who participate in the program shall be entitled to the provisions applying to Article 9 (Textbook and Tuition Reimbursement).

**ARTICLE 44**  
**DEDICATED FLOAT POOL**

The Float Pool Unit was created and staffed with the intent of making every reasonable effort to fill said Float Pool with nurses who have the competencies necessary to float to multiple specialty units/clusters as defined under Exhibit B of this Agreement and thereby provide additional, needed support and backup. Nurses assigned to the Float Pool Unit shall be required to float anywhere where there is a need for coverage within the two (2) specialty unit/clusters identified below, including Ventura County Medical Center (VCMC) and Santa Paula Hospital (SPH). Until nurses assigned to the Float Pool Unit are given their daily assignment, they will not be considered in any of VCMC or SPH's state mandated staffing ratios. Selection for assignment to the Float Pool Unit shall be at the sole discretion of the appointing authority or his/her designee.

Registered nurses who are assigned to the Float Pool Unit described above shall float within two (2) specialty units/clusters as identified below. Units/Clusters are designated as follows:

1. Med Surg/Tele Float Pool: The Medical/Surgery (MS3), Telemetry Units (MS1 & ICU1) & Maternal/Infant Unit (Post-Partum Mother's only) Admitted patients holding in ED (ED holds)
2. Critical Care Float Pool: Intensive Care Unit, DOU, PACU, IR, Admitted patients holding in ED (ED holds)

Float Pool nurses shall be, where reasonable, filled at the Senior RN classification. They will be eligible for the hourly Float Premium Pay, for all hours worked in accordance with Article 8 (Other Compensable Benefits) or the Inter-Campus Drift Program Incentive Pay pursuant to the Inter-Campus Drift Incentive Program Exhibit to this Agreement, but only when drifting to Santa Paula Hospital.

ARTICLE 45  
**Break Relief/Resource Nurse**

The break relief nurse is exclusively designated to facilitate safe and effective unit operation by providing break and meal coverage, and coverage for special procedure transfers and will be master scheduled in the nursing units. In order to prevent fatigue, accidents, and errors, the break nurse's priority is to ensure coverage for all breaks and meals in the nursing units.

Break relief nurses must be competent in the unit scheduled and shall not be counted in staffing ratios to maintain compliance with all applicable laws and regulations.

When not providing break and meal coverage, the break relief nurse shall function as a resource nurse to ensure safe and effective unit operations by providing coverage for special procedure transfers, admissions, and discharges during all shifts. The resource nurse shall not be counted in staffing ratios.

Within Santa Paula Hospital, the existing RN II working as resource nurse will be reclassified to a Senior Registered Nurse-Hospital to work as combination resource/rapid response/break nurse. This nurse will not be counted in staffing ratios.

Effective January 2020, the County has opened recruitment for six (6) Senior Registered Nurse-Hospital positions to be filled and used as break relief/resource nurses.

To facilitate the scheduling of break relief/resource nurses and at the discretion of the unit manager, opportunities to serve on a non-overtime basis as a break relief/resource nurse shall be posted for units that do not have break relief coverage and will be scheduled on a first-come-first-serve basis for nurses who meet the training and competency requirements for the unit. This provision does not guarantee the availability of additional hours.

ARTICLE 46  
**Charge Nurse Training Program**

VCMC/SPH (including the Inpatient Psychiatric Unit) will develop and implement a Charge Nurse training program by December 31, 2020. A nurse who is assigned to perform as a Charge Nurse shall complete the Charge Nurse training program and have preferably at least two (2) years but not less than one (1) year of acute nursing experience. The Charge Nurse assignment shall rotate among those nurses who have completed the Charge Nurse training program. VCMC/SPH/Psychiatric management will make a good faith effort to schedule Charge Nurse assignments out of ratio. In the event that a Charge Nurse is assigned patients, the Charge Nurse shall be eligible for the "Charge Nurse In Ratio" payment set forth in Sec. 807B.

ARTICLE 47  
**Rapid Response Team**

The County will provide a dedicated Rapid Response Team (RRT) consisting of an intensive care trained nurse for all shifts, twenty-four (24) hours a day, 7 days a week both at VCMC and SPH, without patient assignment, effective in FY 2020-2021.

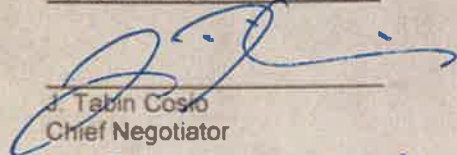
The RRT nurse will have ICU and/or ED training and will be dedicated to responding to all codes. When not involved in a code response, the RRT nurse will be responsible to assist in each unit as needed to perform IV insertions, transports requiring a RN, decompensating patients, etc.

A total of 4.50 FTEs at VCMC will be dedicated as a RRT effective FY 2020-2021. At SPH, the existing RN II working as resource nurse will be reclassified to a Senior Registered Nurse-Hospital and will serve as a combination break relief/resource nurse and RRT nurse and will be out of ratio.

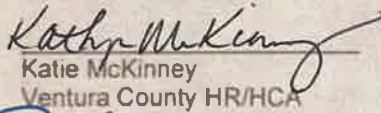


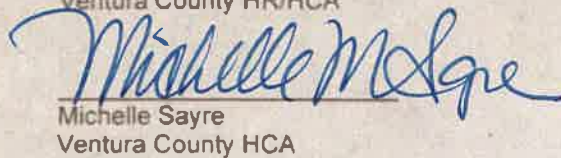
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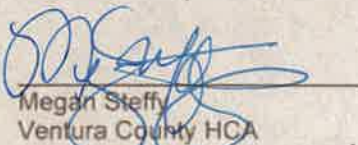
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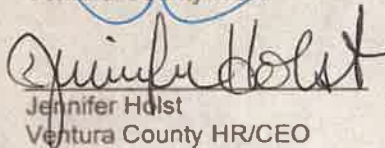
  
J. Tabin Cosio  
Chief Negotiator

  
Robert Abeloe  
Second Chair

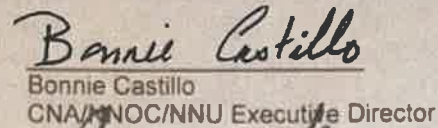
  
Katie McKinney  
Ventura County HR/HCA

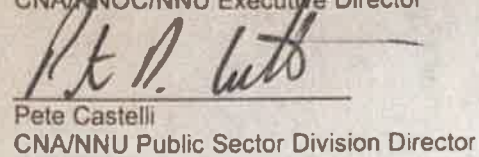
  
Michelle Sayre  
Ventura County HCA

  
Megan Steffy  
Ventura County HCA

  
Jennifer Holst  
Ventura County HR/CEO

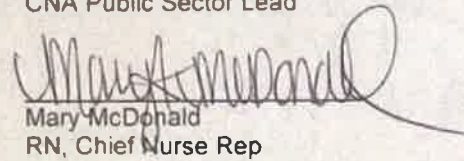
CALIFORNIA NURSES ASSOCIATION

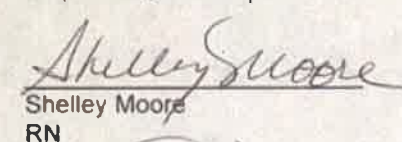
  
Bonnie Castillo  
CNA/NNOC/NNU Executive Director

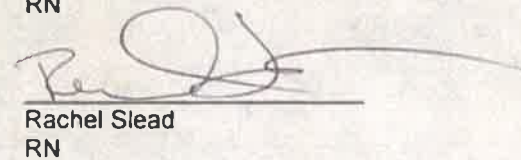
  
Pete Castelli  
CNA/NNU Public Sector Division Director

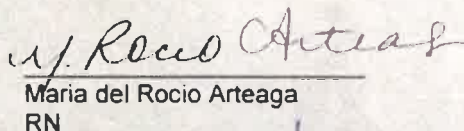
  
Yvette Lopez  
CNA Chief Negotiator

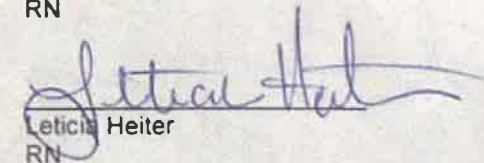
  
Michelle Reyna  
CNA Public Sector Lead

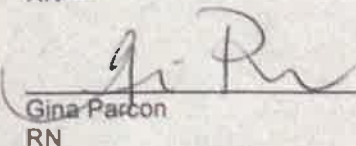
  
Mary McDonald  
RN, Chief Nurse Rep

  
Shelley Moore  
RN

  
Rachel Slead  
RN

  
Maria del Rocio Arteaga  
RN

  
Leticia Heiter  
RN

  
Gina Parcon  
RN

## EXHIBIT A

### IN-HOUSE REGISTRY (IHR) GUIDELINES FOR CNA NON-EXEMPT CLASSIFICATIONS – HEALTH CARE AGENCY

Introduction: This agreement is reached in an effort to develop a program in which regular full-time and regular less than full-time employees represented by the California Nurses Association can voluntarily work extra hours as needed to reduce the utilization of outside agencies.

Registration: Employees interested in working IHR shifts will offer a letter of intent to their direct manager.

Eligibility: Registry sign-up is contingent on the employee reporting for duty and completing his/her regular hours schedule for a two week period (not including hours placed “on call”). If the employee is called off during the two (2) week schedule, the hours called off will be considered hours worked for purposes of IHR eligibility, not direct compensation. Paid time off (for example, annual leave, vacation, or sick leave) does not count as time worked for completing the hours schedule requirement. Holidays are time worked for purposes of IHR eligibility.

Only non-exempt employees in classifications represented by the California Nurses Association (CNA) are eligible to participate in the registry. Non-exempt employees are those who under the Fair Labor Standards Act are eligible for overtime payment.

The establishment of the IHR Program is not intended as a guarantee of work.

Competencies: Nursing Personnel will be certified for work in specific areas of the Medical Center, Ambulatory Care, Public Health and the Crisis Team. The Clinical Manager or designee will be responsible for orientation and competency certification of the nurse prior to the nurse taking an IHR assignment. Orientation and competency certification will be on paid time.

Availability and Assignment: IHR participants will notify their direct clinical manager (or their designees) each month of their availability for the following month (shifts, dates and areas of work).

IHR employees will accept both the unit and patient care assignments, based on their competencies, preferences and availability. An IHR employee who accepts an assignment in a work area other than that which the employee is usually assigned will not serve as the Resource/Charge Nurse for that work unit.

IHR Employees will get written approval from their manager to work an IHR shift in another unit prior to working the shift.

Call On/Call Off: IHR employees will receive a minimum of two hours notice if called off from IHR work. Employees will be given a minimum of two hours of pay at the IHR rate if the employee reports for work and the need for registry work no longer exists. The two hours of pay, in that instance, only applies if the employee actually works the two hours. The employee may also volunteer to go home, in which case the employee would be paid at the IHR registry rate for actual hours worked.

Employees also have up to forty eight hours before reporting for registry work to cancel. If an employee cancels a shift less than forty eight (48) hours before a scheduled registry shift, those hours will be charged to sick/annual leave bank, the only exception being if the nurse brings a doctor's notice excusing the absence. If an employee is called for registry work without the two hours advance notice, the employee may decline registry work without it being counted as a refusal.

The above IHR call on/call off procedure is for IHR only and does not conflict with any other call on/call off procedure, e.g., "Low Census" call off as contained in the current Memorandum of Agreement between CNA and Ventura County.

Removal from Registry: An employee may be removed from the IHR if s/he does not report or refuses an otherwise valid request to report for registry duty three (3) times during the six months commitment to the IHR.

In addition, an IHR enrollee may be removed from the program if there are performance or job-related disciplinary issues which a nurse is functioning in the IHR Program or in the course of his/her employment with the County. Such issues will be evaluated and reviewed with the employee prior to removal from the IHR.

Timekeeping: IHR employees will sign in and out on the IHR Log. At the end of the pay period, the employee's regular supervisor/manager may verify the hours worked with the appropriate IHR Coordinator or designated staffing coordinator.

IHR Hours: IHR work will be considered "extra" shifts and not an extension of the regular work day. IHR will be used after overtime is offered to all employees eligible to work the overtime. IHR employees will record hours worked which represent overtime (beyond 40 hours/pay period) separately from those which represent non-overtime hours (e.g., those which do not cause the employee to have worked more than 40 hours/pay period).

IHR Rates of Pay: The IHR rate of pay is as follows:

1. IHR hours which are "non-overtime" hours (i.e., the total of the employee's regular hours worked and any IHR hours does not equal above 40 hours in any one week), the rate is equal to 1.75 times the employee's straight time base hourly rate plus any applicable evening and night shift differentials exclusive of any other premiums. For example, a nurse making \$20/hour who works a 24

hours weekly schedule and then works an additional 4 hours of IHR is paid \$35/hour for the IHR assignment.

2. For IHR hours which result in overtime (i.e., IHR hours which when added to hours worked equals more than 40 hours in a week, the rate is 2.0 times the employee's straight time base hourly rate plus any applicable evening and night shift differentials exclusive of any other premiums. For example, a nurse making \$20/hour who works a 40 hours weekly schedule and then works an additional 4 hours of IHR is paid \$40/hour for IHR "overtime" hours.

The IHR rate is intended for registry work only and is not considered as the rate of pay for usual overtime hours.

Overpayments: Should an overpayment occur under the IHR, the employee shall be informed of the circumstances of the overpayment. A nurse representative may review the documentation explaining the overpayment with the employee and his/her supervisor/manager. CNA agrees that it will support the County's efforts to collect any IHR overpayment.

IHR Committee Review: The IHR Committee will meet as needed to resolve issues of mutual concern. The Committee shall be composed of ten members (five members from County Management and five members from the Association).

Additional Provisions: All provisions of the August 3, 1999 Board letter which recommends adoption of the IHR are incorporated in this Exhibit.

## FLOAT POLICY

Floating of registered nurses shall be subject to patient care considerations and staffing needs, and shall consider current skill level needs, qualifications and patient acuity and shall be in compliance with applicable regulations including Title 16 and Title 22.

Nurses shall float in the following order:

- (1) Dedicated Float Pool Nurses
- (2) Volunteers
- (3) IHR/Registry/Travelers (where contracts have been negotiated with the relevant company)
- (4) Per Diem
- (5) Regular

County will attempt to negotiate registry/traveler contracts that comply with this language within six (6) months of the closing of this contract. Upon reaching agreement with registry contractors that allow floating of registry nurses, they shall then become number 3 in this section of the Article.

Assignments shall include only those duties and responsibilities for which the registered nurse is qualified.

Registered nurses who float will have completed a float orientation and float competency signed by the nurse and the orienting nurse prior to their first patient care assignment outside their unit. Assignments shall include only those duties and responsibilities for which demonstrated current competencies have been validated.

Orientation of registered nurses to float will occur with an experienced registered nurse of that specific unit. Registered nurses must complete the float orientation and float competency process before they can float.

Registered nurses shall float within their specialty units/clusters. There shall be no mandatory floating between clusters except in emergencies (a foreseen lack of staffing is not an emergency). Clusters are designated as follows:

Home Unit	Float To
Emergency Department	No Float
Pre-Anesthesia Department	No Float
Surgery Department	No Float
Recovery Room	No Float
GI Lab	No Float
PICU	Pediatrics, NICU (growers & feeders)
Pediatrics	NICU (growers & feeders)
NICU	Transitional Care Nursery (TCN), Pediatrics (infants under 6 months), Post-Partum as Nursery Nurse
Intensive Care Unit	DOU, Telemetry
DOU	Telemetry
Telemetry	Med/Surg 1 Tele, Observation Unit <sup>1</sup>
Med/Surg 1	Med/Surg 3, Telemetry, Observation Unit <sup>1</sup>
Med/Surg 3	Med Surg 1 (med surg patients only), Observation Unit (med surg patients only) <sup>1</sup>
Observation Unit <sup>1</sup>	Med/Surg 1, Med/Surg 3, ED (for med surg and tele holds only)
Labor and Delivery	Post-Partum, TCN
Post-Partum	TCN
Transitional Care Nursery	Post-Partum
Ambulatory Care	No Float
Inpatient Psychiatric Unit	Crisis Stabilization Unit
Crisis Stabilization Unit	Inpatient Psychiatric Unit

Rotation of floating will be at the unit level and maintained by the nurse manager.

Floating is part of all registered nurse's duties and responsibilities in order to meet patient needs and state mandated staffing ratios. A registered nurse who has completed the float orientation and float competency for that specific unit shall not refuse a floating assignment.

There shall be no double floating, with the exception to the Float Pool Unit. If the nurse volunteers to return to her/his home unit, it shall not be deemed as double floating.

<sup>1</sup>The new VCMC Observation Unit is expected to open in the summer of 2020. The Chief Nurse Executive will give CNA a 60-calendar day notice of the opening of the Observation Unit. The parties agree that, effective the opening date of the Observation Unit, floating to the Observation Unit will be implemented pursuant to the provisions of Exhibit B of this Agreement unless CNA submits a written objection no later than 30 calendar days prior to the opening of the Observation Unit. CNA's written objection shall be submitted to CEO/Labor Relations and to the Chief Nurse Executive, at which time the implementation of floating to the new Observation Unit will be null and void. Within 30 days of receipt of

said objection letter, the parties agree to meet and confer regarding floating to the Observation Unit.

**SETTLEMENT AGREEMENT**

On or about March 2, 2009, a dispute arose regarding the interpretation of Section 3211 Access between the Ventura County Health Care Agency ("HCA") and the California Nurses Association ("CNA") pertaining to access to the Ventura County Medical Center ("VCMC") and Santa Paula Hospital ("SPH"). CNA submitted a grievance to the HCA on March 15, 2009, with respect to said dispute.

The HCA and CNA desire to resolve the dispute underlying said grievance at this time without further proceedings. Accordingly, in consideration of the aforesaid premises and the following mutual promises, the HCA and CNA agree as follows:

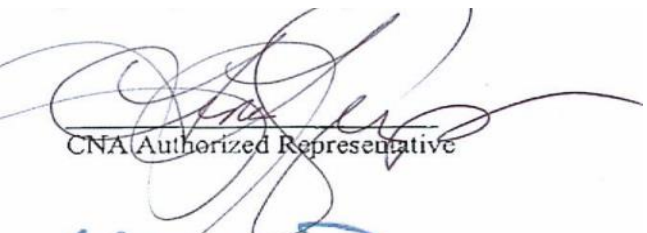
- This Agreement is intended to supplement only the provisions of Section 3211 of the Memorandum of Agreement ("MOA") between the County of Ventura and CNA and does not supersede or nullify any of those provisions. Moreover, this Agreement is not intended to alter, modify, limit or expand any other provisions of the MOA, including but not limited to provisions pertaining to union stewards.
- The HCA agrees CNA paid Labor Representatives' shall have access to work areas for CNA represented employees to observe working conditions with proper notice and by escort within those work areas that abides by Federal, State and HCA regulations protecting patient rights.
- The HCA agrees CNA paid Labor Representatives' shall have the right to access non-working areas in VCMC and SPH , such as cafeterias, meeting rooms and employees break rooms to conduct representation activities with CNA represented employees




HCA agrees that CNA paid Labor Representatives are not required to be escorted or accompanied to access these non-work areas. Hallways and corridors shall be considered non-work areas where escort or accompaniment are not required. A list of break rooms in both VCMC and SPH is attached as Exhibit 1.

- The parties agree that certain break rooms are not conducive to representation activities. At VCMC, these are the break rooms located in the ICU/DOU areas and in the OB/Labor & Delivery area. As an alternative, within the ICU/DOU area, CNA may have access to the area known as the "quiet room" for representation activities. For the OB/Labor & Delivery area, CNA may have access to the "waiting room" for representation activities. AT SPH, the breaks rooms that are not conducive to representation activities are located in the ER and ICU areas. CNA may have access to the "Library" to conduct representation activities for those units.
- The parties also acknowledge and agree that the break room located in the Pediatrics unit also serves as a family conference room. CNA shall have access to, and use of, the Pediatrics break room except during such times as it is in use for a family conference. The parties also acknowledge that the Pediatrics break room may, in the future, be converted back to patient use. In this event, the parties will make reasonable good-faith efforts to find a suitable alternate location for CNA to conduct representation activities with its represented employees from the Pediatrics unit.
- CNA agrees to provide the required notice of intent to access both work and non-work areas, as outlined in Section 3211.
- CNA agrees to withdraw, with prejudice, the grievance and pending arbitration with respect to said dispute.
- Each party shall bear its own costs and attorney's fees.

- The arbitrator's fee shall be split evenly between the parties.

  
CNA Authorized Representative

  
Michael B. Powers  
Director, Health Care Agency

Date: 4-16-10

*California Nurses Association v. Schwarzenegger et al.*, has been resolved; no certificate of compliance was submitted for the emergency action and the emergency amendments were repealed by operation of law.

NOTE: Authority cited: Sections 1275, 1276.4 and 100275(a), Health and Safety Code. Reference: Sections 1250(a), 1276, 1276.4, 1797.58 and 1790.160, Health and Safety Code.

#### HISTORY

1. Repealer and new section, and new NOTE filed 11–26–96; operative 12–26–96 (Register 96, No. 48).
2. Amendment of section and NOTE filed 9–26–2003; operative 1–1–2004 (Register 2003, No. 39).
3. Amendment of subsections (a), (a)(11) and (d), new subsections (e) and (s), subsection relettering and amendment of newly designated subsection (r) filed 11–12–2004 as an emergency; operative 11–12–2004 (Register 2004, No. 46). A Certificate of Compliance must be transmitted to OAL by 3–14–2005 or emergency language will be repealed by operation of law on the following day.
4. Amendment of subsections (a), (a)(11) and (d), new subsections (e) and (s), subsection relettering and amendment of newly designated subsection (r) refiled 3–10–2005 as an emergency; operative 3–15–2005 (Register 2005, No. 10). A Certificate of Compliance must be transmitted to OAL by 7–13–2005 or emergency language will be repealed by operation of law on the following day.
5. Amendment of subsections (a), (a)(11) and (d), new subsections (e) and (s), subsection relettering and amendment of newly designated subsection (r) refiled 7–11–2005 as an emergency; operative 7–14–2005 (Register 2005, No. 28). A Certificate of Compliance must be transmitted to OAL by 11–14–2005 or emergency language will be repealed by operation of law on the following day.
6. Addition of explanatory NOTE (Register 2005, No. 33).
7. Repealed by operation of Government Code section 11346.1(g) (Register 2005, No. 47).

#### § 70217. Nursing Service Staff.

(a) Hospitals shall provide staffing by licensed nurses, within the scope of their licensure in accordance with the following nurse-to-patient ratios. Licensed nurse means a registered nurse, licensed vocational nurse and, in psychiatric units only, a psychiatric technician. Staffing for care not requiring a licensed nurse is not included within these ratios and shall be determined pursuant to the patient classification system.

No hospital shall assign a licensed nurse to a nursing unit or clinical area unless that hospital determines that the licensed nurse has demonstrated current competence in providing care in that area, and has also received orientation to that hospital's clinical area sufficient to provide competent care to patients in that area. The policies and procedures of the hospital shall contain the hospital's criteria for making this determination.

Licensed nurse-to-patient ratios represent the maximum number of patients that shall be assigned to one licensed nurse at any one time. "Assigned" means the licensed nurse has responsibility for the provision of care to a particular patient within his/her scope of practice. There shall be no averaging of the number of patients and the total number of licensed nurses on the unit during any one shift nor over any period of time. Only licensed nurses providing direct patient care shall be included in the ratios.

Nurse Administrators, Nurse Supervisors, Nurse Managers, and Charge Nurses, and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when those licensed nurses are engaged in providing direct patient care. When a Nurse Administrator, Nurse Supervisor, Nurse Manager, Charge Nurse or other licensed nurse is engaged in activities other than direct patient care, that nurse shall not be included in the ratio. Nurse Administrators, Nurse Supervisors, Nurse Managers, and Charge Nurses who have demonstrated current competence to the hospital in providing care on a particular unit may relieve licensed nurses during breaks, meals, and other routine, expected absences from the unit.

Licensed vocational nurses may constitute up to 50 percent of the licensed nurses assigned to patient care on any unit, except where registered nurses are required pursuant to the patient classification system or this section. Only registered nurses shall be assigned to Intensive Care Newborn Nursery Service Units, which specifically require one registered nurse to two or fewer infants. In the Emergency Department, only

registered nurses shall be assigned to triage patients and only registered nurses shall be assigned to critical trauma patients.

Nothing in this section shall prohibit a licensed nurse from assisting with specific tasks within the scope of his or her practice for a patient assigned to another nurse. "Assist" means that licensed nurses may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

(1) The licensed nurse-to-patient ratio in a critical care unit shall be 1:2 or fewer at all times. "Critical care unit" means a nursing unit of a general acute care hospital which provides one of the following services: an intensive care service, a burn center, a coronary care service, an acute respiratory service, or an intensive care newborn nursery service. In the intensive care newborn nursery service, the ratio shall be 1 registered nurse:2 or fewer patients at all times.

(2) The surgical service operating room shall have at least one registered nurse assigned to the duties of the circulating nurse and a minimum of one additional person serving as scrub assistant for each patient-occupied operating room. The scrub assistant may be a licensed nurse, an operating room technician, or other person who has demonstrated current competence to the hospital as a scrub assistant, but shall not be a physician or other licensed health professional who is assisting in the performance of surgery.

(3) The licensed nurse-to-patient ratio in a labor and delivery suite of the perinatal service shall be 1:2 or fewer active labor patients at all times. When a licensed nurse is caring for antepartum patients who are not in active labor, the licensed nurse-to-patient ratio shall be 1:4 or fewer at all times.

(4) The licensed nurse-to-patient ratio in a postpartum area of the perinatal service shall be 1:4 mother-baby couplets or fewer at all times. In the event of multiple births, the total number of mothers plus infants assigned to a single licensed nurse shall never exceed eight. For postpartum areas in which the licensed nurse's assignment consists of mothers only, the licensed nurse-to-patient ratio shall be 1:6 or fewer at all times.

(5) The licensed nurse-to-patient ratio in a combined Labor/Delivery/Postpartum area of the perinatal service shall be 1:3 or fewer at all times the licensed nurse is caring for a patient combination of one woman in active labor and a postpartum mother and infant. The licensed nurse-to-patient ratio for nurses caring for women in active labor only, antepartum patients who are not in active labor only, postpartum women only, or mother-baby couplets only, shall be the same ratios as stated in subsections (3) and (4) above for those categories of patients.

(6) The licensed nurse-to-patient ratio in a pediatric service unit shall be 1:4 or fewer at all times.

(7) The licensed nurse-to-patient ratio in a postanesthesia recovery unit of the anesthesia service shall be 1:2 or fewer at all times, regardless of the type of anesthesia the patient received.

(8) In a hospital providing basic emergency medical services or comprehensive emergency medical services, the licensed nurse-to-patient ratio in an emergency department shall be 1:4 or fewer at all times that patients are receiving treatment. There shall be no fewer than two licensed nurses physically present in the emergency department when a patient is present.

At least one of the licensed nurses shall be a registered nurse assigned to triage patients. The registered nurse assigned to triage patients shall be immediately available at all times to triage patients when they arrive in the emergency department. When there are no patients needing triage, the registered nurse may assist by performing other nursing tasks. The registered nurse assigned to triage patients shall not be counted in the licensed nurse-to-patient ratio.

Hospitals designated by the Local Emergency Medical Services (LEMS) Agency as a "base hospital," as defined in section 1797.58 of the Health and Safety Code, shall have either a licensed physician or a registered nurse on duty to respond to the base radio 24 hours each day. When the duty of base radio responder is assigned to a registered nurse, that registered nurse may assist by performing other nursing tasks when not responding to radio calls, but shall be immediately available to respond to requests for medical direction on the base radio. The registered nurse as-

signed as base radio responder shall not be counted in the licensed nurse-to-patient ratios.

When licensed nursing staff are attending critical care patients in the emergency department, the licensed nurse-to-patient ratio shall be 1:2 or fewer critical care patients at all times. A patient in the emergency department shall be considered a critical care patient when the patient meets the criteria for admission to a critical care service area within the hospital.

Only registered nurses shall be assigned to critical trauma patients in the emergency department, and a minimum registered nurse-to-critical trauma patient ratio of 1:1 shall be maintained at all times. A critical trauma patient is a patient who has injuries to an anatomic area that : (1) require life saving interventions, or (2) in conjunction with unstable vital signs, pose an immediate threat to life or limb.

(9) The licensed nurse-to-patient ratio in a step-down unit shall be 1:4 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a step-down unit shall be 1:3 or fewer at all times. A "step down unit" is defined as a unit which is organized, operated, and maintained to provide for the monitoring and care of patients with moderate or potentially severe physiologic instability requiring technical support but not necessarily artificial life support. Step-down patients are those patients who require less care than intensive care, but more than that which is available from medical/surgical care. "Artificial life support" is defined as a system that uses medical technology to aid, support, or replace a vital function of the body that has been seriously damaged. "Technical support" is defined as specialized equipment and/or personnel providing for invasive monitoring, telemetry, or mechanical ventilation, for the immediate amelioration or remediation of severe pathology.

(10) The licensed nurse-to-patient ratio in a telemetry unit shall be 1:5 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a telemetry unit shall be 1:4 or fewer at all times. "Telemetry unit" is defined as a unit organized, operated, and maintained to provide care for and continuous cardiac monitoring of patients in a stable condition, having or suspected of having a cardiac condition or a disease requiring the electronic monitoring, recording, retrieval, and display of cardiac electrical signals. "Telemetry unit" as defined in these regulations does not include fetal monitoring nor fetal surveillance.

(11) The licensed nurse-to-patient ratio in medical/surgical care units shall be 1:6 or fewer at all times. Commencing January 1, 2005, the licensed nurse-to-patient ratio in medical/surgical care units shall be 1:5 or fewer at all times. A medical/surgical unit is a unit with beds classified as medical/surgical in which patients, who require less care than that which is available in intensive care units, step-down units, or specialty care units receive 24 hour inpatient general medical services, post-surgical services, or both general medical and post-surgical services. These units may include mixed patient populations of diverse diagnoses and diverse age groups who require care appropriate to a medical/surgical unit.

(12) The licensed nurse-to-patient ratio in a specialty care unit shall be 1:5 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a specialty care unit shall be 1:4 or fewer at all times. A specialty care unit is defined as a unit which is organized, operated, and maintained to provide care for a specific medical condition or a specific patient population. Services provided in these units are more specialized to meet the needs of patients with the specific condition or disease process than that which is required on medical/surgical units, and is not otherwise covered by subdivision (a).

(13) The licensed nurse-to-patient ratio in a psychiatric unit shall be 1:6 or fewer at all times. For purposes of psychiatric units only, "licensed nurses" also includes psychiatric technicians in addition to licensed vocational nurses and registered nurses. Licensed vocational nurses, psychiatric technicians, or a combination of both, shall not exceed 50 percent of the licensed nurses on the unit.

(14) Identifying a unit by a name or term other than those used in this subsection does not affect the requirement to staff at the ratios identified for the level or type of care described in this subsection.

(b) In addition to the requirements of subsection (a), the hospital shall implement a patient classification system as defined in Section 70053.2

above for determining nursing care needs of individual patients that reflects the assessment, made by a registered nurse as specified at subsection 70215(a)(1), of patient requirements and provides for shift-by-shift staffing based on those requirements. The ratios specified in subsection (a) shall constitute the minimum number of registered nurses, licensed vocational nurses, and in the case of psychiatric units, psychiatric technicians, who shall be assigned to direct patient care. Additional staff in excess of these prescribed ratios, including non-licensed staff, shall be assigned in accordance with the hospital's documented patient classification system for determining nursing care requirements, considering factors that include the severity of the illness, the need for specialized equipment and technology, the complexity of clinical judgment needed to design, implement, and evaluate the patient care plan, the ability for self-care, and the licensure of the personnel required for care. The system developed by the hospital shall include, but not be limited to, the following elements:

(1) Individual patient care requirements.

(2) The patient care delivery system.

(3) Generally accepted standards of nursing practice, as well as elements reflective of the unique nature of the hospital's patient population.

(c) A written staffing plan shall be developed by the administrator of nursing service or a designee, based on patient care needs determined by the patient classification system. The staffing plan shall be developed and implemented for each patient care unit and shall specify patient care requirements and the staffing levels for registered nurses and other licensed and unlicensed personnel. In no case shall the staffing level for licensed nurses fall below the requirements of subsection (a). The plan shall include the following:

(1) Staffing requirements as determined by the patient classification system for each unit, documented on a day-to-day, shift-by-shift basis.

(2) The actual staff and staff mix provided, documented on a day-to-day, shift-by-shift basis.

(3) The variance between required and actual staffing patterns, documented on a day-to-day, shift-by-shift basis.

(d) In addition to the documentation required in subsections (c)(1) through (3) above, the hospital shall keep a record of the actual registered nurse, licensed vocational nurse and psychiatric technician assignments to individual patients by licensure category, documented on a day-to-day, shift-by-shift basis. The hospital shall retain:

(1) The staffing plan required in subsections (c)(1) through (3) for the time period between licensing surveys, which includes the Consolidated Accreditation and Licensing Survey process, and

(2) The record of the actual registered nurse, licensed vocational nurse and psychiatric technician assignments by licensure category for a minimum of one year.

(e) The reliability of the patient classification system for validating staffing requirements shall be reviewed at least annually by a committee appointed by the nursing administrator to determine whether or not the system accurately measures patient care needs.

(f) At least half of the members of the review committee shall be registered nurses who provide direct patient care.

(g) If the review reveals that adjustments are necessary in the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments must be implemented within thirty (30) days of that determination.

(h) Hospitals shall develop and document a process by which all interested staff may provide input about the patient classification system, the system's required revisions, and the overall staffing plan.

(i) The administrator of nursing services shall not be designated to serve as a charge nurse or to have direct patient care responsibility, except as described in subsection (a) above.

(j) Registered nursing personnel shall:

(1) Assist the administrator of nursing service so that supervision of nursing care occurs on a 24-hour basis.

(2) Provide direct patient care.



(3) Provide clinical supervision and coordination of the care given by licensed vocational nurses and unlicensed nursing personnel.

(k) Each patient care unit shall have a registered nurse assigned, present and responsible for the patient care in the unit on each shift.

(l) A rural General Acute Care Hospital as defined in Health and Safety Code Section 1250(a), may apply for and be granted program flexibility for the requirements of subsection 70217(i) and for the personnel requirements of subsection (j)(1) above.

(m) Unlicensed personnel may be utilized as needed to assist with simple nursing procedures, subject to the requirements of competency validation. Hospital policies and procedures shall describe the responsibility of unlicensed personnel and limit their duties to tasks that do not require licensure as a registered or vocational nurse.

(n) Nursing personnel from temporary nursing agencies shall not be responsible for a patient care unit without having demonstrated clinical and supervisory competence as defined by the hospital's standards of staff performance pursuant to the requirements of subsection 70213(c) above.

(o) Hospitals which utilize temporary nursing agencies shall have and adhere to a written procedure to orient and evaluate personnel from these sources. Such procedures shall require that personnel from temporary nursing agencies be evaluated as often, or more often, than staff employed directly by the hospital.

(p) All registered and licensed vocational nurses utilized in the hospital shall have current licenses. A method to document current licensure shall be established.

(q) The hospital shall plan for routine fluctuations in patient census. If a healthcare emergency causes a change in the number of patients on a unit, the hospital must demonstrate that prompt efforts were made to maintain required staffing levels. A healthcare emergency is defined for this purpose as an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to healthcare delivery requiring immediate medical interventions and care.

NOTE: Authority cited: Sections 1275, 1276.4 and 131200, Health and Safety Code. Reference: Sections 1250(a), 1276, 1276.4, 1797.58, 1790.160, 131050, 131051 and 131052, Health and Safety Code.

#### HISTORY

1. Restoration of text as it existed prior to 11–12–2004 and addition of explanatory NOTE (Register 2005, No. 33).
2. Editorial correction implementing restoration of text as it existed prior to 11–12–2004 (Register 2005, No. 36).
3. Change without regulatory effect amending subsections (a), (a)(1), (a)(8), (a)(13), (b), (d) and (d)(2) and amending NOTE filed 3–12–2013 pursuant to section 100, title 1, California Code of Regulations (Register 2013, No. 11).

### § 70219. Nursing Service Space.

(a) Space and components for nurses' stations and utility rooms shall comply with the requirements set forth in California Code of Regulations, Title 24, Part 2, Section 420A.14, California Building Code, 1995.

(b) Office space shall be provided for the administrator of nursing services and for the other needs of the service.

NOTE: Authority cited: Sections 100275(a) and 1275, Health and Safety Code. Reference: CCR, Title 24, Section 420A.14, California Building Code; and Sections 1276, Health and Safety Code.

#### HISTORY

1. Repealer and new section, and new NOTE filed 11–26–96; operative 12–26–96 (Register 96, No. 48).

### § 70221. Surgical Service Definition.

Surgical service means the performance of surgical procedures with the appropriate staff, space, equipment and supplies.

### § 70223. Surgical Service General Requirements.

(a) Hospitals shall maintain at least the number of operating rooms in ratio to licensed bed capacity as follows:

Licensed Bed Capacity	Number of Operating Rooms
Less than 25	One
25 to 99	Two
100 or more	Three

For each additional 100 beds or major fractions thereof, at least one additional operating room shall be maintained, unless approved to the contrary by the Department.

(1) Required operating rooms are in addition to special operating rooms, cystoscopy rooms and fracture rooms which are provided by the hospital.

(2) Beds in a distinct part skilled nursing service, intermediate care service or psychiatric unit shall be excluded from calculating the number of operating rooms required.

(b) A committee of the medical staff shall be assigned responsibility for:

(1) Recommending to the governing body the delineation of surgical privileges for individual members of the medical staff. A current list of such privileges shall be kept in the files of the operating room supervisor.

(2) Development, maintenance and implementation of written policies and procedures in consultation with other appropriate health professionals and administration. Policies shall be approved by the governing body. Procedures shall be approved by the administration and medical staff where such is appropriate.

(3) Determining what emergency equipment and supplies shall be available in the surgery suite.

(4) Determining which operative procedures require an assistant surgeon or assistants to the surgeon.

(c) The responsibility and the accountability of the surgical service to the medical staff and administration shall be defined.

(d) Prior to commencing surgery the person responsible for administering anesthesia, or the surgeon if a general anesthetic is not to be administered, shall verify the patient's identity, the site and side of the body to be operated on, and ascertain that a record of the following appears in the patient's medical record:

(1) An interval medical history and physical examination performed and recorded within the previous 24 hours.

(2) Appropriate screening tests, based on the needs of the patient, accomplished and recorded within 72 hours prior to surgery.

(3) An informed consent, in writing, for the contemplated surgical procedure.

(e) The requirements of (d), above, do not preclude rendering emergency medical or surgical care to a patient in dire circumstances.

(f) A register of operations shall be maintained including the following information for each surgical procedure performed:

- (1) Name, age, sex and hospital admitting number of the patient.
- (2) Date and time of the operation and the operating room number.
- (3) Preoperative and postoperative diagnosis.
- (4) Name of surgeon, assistants, anesthetists and scrub and circulating assistant.

(5) Surgical procedure performed and anesthetic agent used.

(6) Complications, if any, during the operation.

(g) All anatomical parts, tissues and foreign objects removed by operation shall be delivered to a pathologist designated by the hospital and a report of his findings shall be filed in the patient's medical record.

(h) Periodically, an appropriate committee of the medical staff shall evaluate the services provided and make appropriate recommendations to the executive committee of the medical staff and administration.

(i) The requirements in this section do not apply to special hospitals unless the special hospital provides this service.

#### HISTORY

1. New subsection (i) filed 7–28–78; effective thirtieth day thereafter (Register 78, No. 30).

### § 70225. Surgical Service Staff.

(a) A physician shall have overall responsibility for the surgical service. This physician shall be certified or eligible for certification in surgery by the American Board of Surgery. If such a surgeon is not available, a physician, with additional training and experience in surgery shall be responsible for the service.

(b) One or more surgical teams consisting of physicians, registered nurses and other personnel shall be available at all times.

EXHIBIT 1

List of Hospital Break Rooms

VCMC:

- ICU 3 (outside unit)
- ER
- Cafeteria
- Surgery
- MS3
- MS1
- ICU 1 and ICU 2 (share)
- NICU
- OB/Labor & Delivery/Peds
- PICU
- Nursing Ed
- IPU

SPH:

- Library
- ER
- ICU
- OB
- OR
- Cafeteria
- Med/Surg

## EXHIBIT 2

### NEW HIRE BONUS

To promote the timely recruitment of highly qualified nurses to address the nurse shortage, the County proposes to establish a “New Hire” bonus on a trial basis for one year from the date of Board of Supervisors adoption of the successor memorandum of agreement (MOA).

Employees represented by this Agreement who are newly hired in a below specified job classification shall receive a one-time “New Hire” bonus of two thousand dollars \$2,000.00. To be eligible, the employee’s start date must occur between adoption of the MOA by the Board of Supervisors and one year from the date of such adoption. The bonus will be paid in one lump sum with the employee’s first regular pay check and is subject to state and federal taxes.

Registered Nurse II	00305
Registered Nurse – Mental Health	00232
Sr. Registered Nurse – Hospital	00307
Sr. Registered Nurse – MH Acute Care	00234
Sr. Registered Nurse – Mental Health	00233

For purposes of this provision, “newly hired” means the incumbent was appointed from an open competitive recruitment and may not have previously employed by the Ventura County Health Care Agency within the preceding 12 months.

The employee must maintain employment within the Ventura County Health Care Agency and in a CNA-represented classification for a minimum of 2,080 compensable hours from the date of hire. If the employee is unable to satisfy the 2,080 hour requirement due to voluntary or involuntary separation, the employee is responsible for re-payment of the New Hire bonus that was paid on a pro-rata basis as follows. To be eligible for the New Hire bonus the employee must sign a written agreement, acknowledging and agreeing to the repayment stipulations.

Compensable Hours Completed	Pro-Rata Repayment
0 – 520	100%
521 – 1,040	75%
1,041 – 1560	50%
1561 – 2,079	25%

### INTER-CAMPUS DRIFT INCENTIVE PROGRAM

In pursuit of full integration and recognition of the Ventura County Medical Center and the Santa Paula Hospital as one comprehensive hospital system providing access to high quality health care to residents throughout Ventura County, the parties agree to establish an "Inter-Campus Drift Incentive Program" as defined below. The goal of the Inter-campus Drift Program is to grow the number of nurses drifting between the two campuses by providing training and orientation, and to establish an inter-campus incentive payment.

Participation in the Inter-Campus Drift Program is voluntary on a first-come, first-served basis and nurses will be drifted on a rotational basis.

To be eligible for the incentive contained in subsection 2 of this provision a nurse must first complete the Inter-Campus Training and Orientation Program.

#### 1. Inter-Campus Training and Orientation Program

- A. Orientation Program: The purpose is to orient and train nurses on the differences between the two campuses in order to deliver high quality care when drifting between campuses. Nurses who drift shall first complete the Orientation Program for the campus to which they will float ("host" facility). The training and orientation for either campus will include:
  - i. Workflow and processes
  - ii. Equipment and supplies
  - iii. Forms
  - iv. General facility layout and infrastructure
- B. Shadow a Nurse Program: A nurse who drifts shall complete a minimum of two (2) but no more than four (4), 12-hour "shadow" shifts at the host facility. The "shadowing" nurse shall be paired with a "mentor" nurse at the host facility. The shadowing nurse shall not be assigned patients (will be out of ratio) and will be eligible for "Inter-Campus Hourly Drift Nurse" premium for the duration of each shadow shift.
- C. Exemptions: Upon mutual agreement between the nurse and either the nurse manager or the Chief Nurse Executive or his/her designee, a nurse may be exempt from completing the Inter-Campus Training and Orientation Program (A and B above) based on a nurse's prior nursing experience within the host facility and demonstrated competencies of that



facility's workflow and processes, equipment and supplies, forms and general facility layout and infrastructure.

- D. Reorientation: A nurse who has not completed/worked a full twelve (12) hour shift at the host campus in over one (1) year, may request to reorient to the host campus. Reorientation shall consist of one (1) twelve (12) hour shadow shift. If the nurse has not worked at the host campus in more than one (1) year but less than three (3) years, upon mutual agreement between the nurse and management, an additional shadow shift may be requested.
- 2. Inter-Campus Hourly Drift Premium: Effective the first full pay period of adoption of this Agreement by the Board of Supervisors and as designated by the Chief Nurse Executive, or designee, a nurse who drifts from his/her home campus will be paid a premium of seven dollars and fifty cents (\$7.50) per hour for all hours worked in a campus other than their home campus. This provision does not apply to a nurse who is working in another campus on an In-House Registry shift.
  - 3. Float Policy / Exhibit B of the existing MOA shall apply to Inter-campus floating which defines the floating clusters.

## SIDE LETTER AGREEMENT REGARDING SANTA PAULA

The parties agree that the MOA currently in effect will apply to the Santa Paula campus of the Ventura County Medical Center. In the event that circumstances or situations arise in the operations of the additional facility that are inconsistent with the current MOA or current practices we will meet and consult with California Nurses Association (CNA) regarding the circumstances or situations.

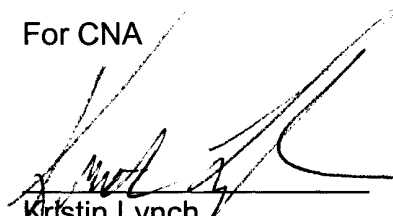
Employees will not be reassigned nor required to float between VCMC and the Santa Paula campus. At the discretion of the nursing administration and due to the operational need, in a recognized/established emergency, employees may be asked to float to another unit/department if they have previously been assigned to that campus location.

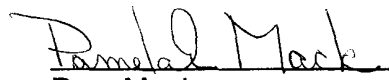
Dated this 8<sup>th</sup> day of December, 2005

For the County

  
John K. Nicoll  
Chief Deputy Executive Officer

For CNA

  
Kristin Lynch  
Chief Negotiator

  
Pam Mack  
Labor Representative

## SAFE PATIENT HANDLING

The Health Care Agency is committed to providing a safe working environment and program(s) that includes a commitment to protect all employees from workplace injuries associated with the handling of patients. Toward that end, within sixty (60) days of adoption of this Agreement by the Board of Supervisors, VCMC shall establish a Safe Patient Handling Task Force. The Task Force shall meet quarterly, or on a more frequent basis as mutually agreed upon. The purpose of said Task Force is to develop a policy for strategy and proficient use of any necessary equipment/devices, education and training, in compliance with OSHA. The Task Force shall be responsible for all aspects of the development, implementation, and periodic evaluation and revision of the Safe Patient Handling Program.

Up to four (4) CNA/PPC-appointed members, including one who shall be from Santa Paula Hospital, shall be authorized to be on the Task Force; and four (4) County representatives, including one representative from CEO/Labor Relations. The CNA-appointed members of the Task Force may participate in the planning and development of this new process and their input and information will be considered prior to the implementation of the policy. VCMC and CNA will maintain said Safe Patient Handling Task Force for one (1) year from the initial meeting.

STAFFING IMPROVEMENT COMMITTEE

In an effort to create opportunities, but not guarantees, for resolving staffing issues within the VCMC/SPH (including Psychiatric), a Staffing Improvement Committee ("SIC") will be established to provide a forum for communication, information gathering, research, debate, and joint problem-solving. The SIC shall be comprised of five (5) non-probationary CNA/PPC-appointed unit members, not more than one (1) of whom shall be from any particular unit, while one (1) of whom shall be from Santa Paula Hospital; and six (6) County representatives, including one representative from CEO/Labor Relations. The SIC shall meet quarterly, or on a more frequent basis as mutually agreed upon. The first SIC meeting shall take place within 60 days of adoption of this Agreement by the Board of Supervisors and shall be formally dissolved not later than 730 days after the initial meeting, unless there is mutual agreement to extend beyond the 730-day deadline.

SPECIALTY TRAINING PROGRAM

The County shall offer opportunities to participate in an ICU specialty training program. The County shall purchase the "Essential for Critical Care Orientation" interactive, case-based course from the American Association of Critical-Care Nurses within no later than June 30, 2020 and provide such training to qualified nurses on a no cost-basis to the nurse. Participation in said program will be determined by mutual agreement within the PPC.

## SENIOR REGISTERED NURSE RECLASSIFICATIONS

The County will increase the number of Sr. RN-Hospital positions by converting seven (7) vacant and existing RN II positions on July 1st in each year of the term of the MOA for a total of twenty-one (21) by the end of the term of the MOA. The new Sr. RN-Hospital positions are intended to create promotional opportunities for incumbent nurses of the VCMS and will be filled by an "Agency/Department" recruitment as defined in Sec. 249 of the County's Personnel Rules and Regulations.

The newly established Sr. RN-Hospital positions will be assigned to best support the hospital units in a manner that strives to equally ensure proportional distribution of experienced nurses as well as meet the individual needs of each unit.

CNA MOA 2020-2023 WAGE GRIDS  
As Approved by the Board of Supervisors on March 17, 2020

LVN, Techs, NP, SNP, Neonatal	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.90%
OR Surgery Circulating	3.00%	3.00%	3.00%	7.99%	1.00%	1.00%	1.00%	1.00%	3.56%	0.50%	0.50%	0.50%	0.50%	1.28%	1.00%	2.94%
All Other Classifications	0.75%	0.75%	0.75%	2.00%	0.75%	0.75%	1.00%	1.00%	1.75%	0.75%	0.75%	0.75%	0.75%	2.00%	1.00%	2.50%

GRID ONE: EFFECTIVE MARCH 22, 2020																		
Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	20
Licensed Vocational Nurse	\$ 25.54	\$ 26.05	\$ 26.13	\$ 26.20	\$ 26.28	\$ 26.34	\$ 26.42	\$ 26.50	\$ 26.57	\$ 26.65	\$ 26.72	\$ 26.80	\$ 26.88	\$ 26.95	\$ 27.03	\$ 27.10	\$ 27.18	\$ 27.43
Psychiatric Technician-IPU	\$ 29.61	\$ 30.26	\$ 30.34	\$ 30.43	\$ 30.51	\$ 30.61	\$ 30.69	\$ 30.78	\$ 30.86	\$ 30.96	\$ 31.04	\$ 31.13	\$ 31.23	\$ 31.31	\$ 31.40	\$ 31.49	\$ 31.57	\$ 31.87
Neonatal Nurse Specialist	\$ -	\$ 43.47	\$ 43.59	\$ 43.72	\$ 43.84	\$ 43.97	\$ 44.09	\$ 44.22	\$ 44.34	\$ 44.47	\$ 44.60	\$ 44.72	\$ 44.86	\$ 44.99	\$ 45.12	\$ 45.24	\$ 45.37	\$ 45.78
Nurse Practitioner	\$ 55.75	\$ 56.83	\$ 57.00	\$ 57.16	\$ 57.32	\$ 57.49	\$ 57.65	\$ 57.81	\$ 57.98	\$ 58.14	\$ 58.31	\$ 58.48	\$ 58.64	\$ 58.80	\$ 58.98	\$ 59.14	\$ 59.32	\$ 59.85
Registered Nurse-AmbulatoryCre	\$ -	\$ 40.52	\$ 40.82	\$ 41.12	\$ 41.43	\$ 42.27	\$ 42.58	\$ 42.90	\$ 43.33	\$ 43.76	\$ 44.53	\$ 44.87	\$ 45.19	\$ 45.54	\$ 45.88	\$ 46.79	\$ 47.26	\$ 48.44
Registered Nurse-Mental Health	\$ 41.32	\$ 42.83	\$ 43.16	\$ 43.47	\$ 43.80	\$ 44.68	\$ 45.02	\$ 45.36	\$ 45.80	\$ 46.26	\$ 47.07	\$ 47.42	\$ 47.78	\$ 48.14	\$ 48.50	\$ 49.47	\$ 49.97	\$ 51.22
Registered Nurse-Public Health	\$ 38.83	\$ 39.93	\$ 40.23	\$ 40.54	\$ 40.84	\$ 41.66	\$ 41.96	\$ 42.28	\$ 42.70	\$ 43.13	\$ 43.89	\$ 44.21	\$ 44.55	\$ 44.88	\$ 45.21	\$ 46.12	\$ 46.58	\$ 47.75
Registered Nurse I	\$ 33.02	\$ 34.19	\$ 34.45	\$ 34.71														
Registered Nurse II	\$ -	\$ 39.93	\$ 40.23	\$ 40.54	\$ 40.84	\$ 41.66	\$ 41.96	\$ 42.28	\$ 42.70	\$ 43.13	\$ 43.89	\$ 44.21	\$ 44.55	\$ 44.88	\$ 45.21	\$ 46.12	\$ 46.58	\$ 47.75
Sr Registered Nurse - Amb Care	\$ -	\$ 42.47	\$ 42.79	\$ 43.10	\$ 43.43	\$ 44.30	\$ 44.64	\$ 44.96	\$ 45.42	\$ 45.87	\$ 46.67	\$ 47.02	\$ 47.38	\$ 47.74	\$ 48.09	\$ 49.05	\$ 49.54	\$ 50.78
Sr Registered Nurse-Hospital	\$ -	\$ 43.75	\$ 44.07	\$ 44.40	\$ 44.74	\$ 45.63	\$ 45.98	\$ 46.31	\$ 46.78	\$ 47.25	\$ 48.07	\$ 48.43	\$ 48.80	\$ 49.16	\$ 49.53	\$ 50.52	\$ 51.03	\$ 52.31
Sr Registered Nurse-MentalHlth	\$ -	\$ 45.41	\$ 45.75	\$ 46.10	\$ 46.44	\$ 47.37	\$ 47.73	\$ 48.07	\$ 48.56	\$ 49.04	\$ 49.90	\$ 50.28	\$ 50.65	\$ 51.03	\$ 51.41	\$ 52.45	\$ 52.97	\$ 54.30
Sr Registered Nurse-MH AcuteCr	\$ -	\$ 48.83	\$ 49.18	\$ 49.55	\$ 49.92	\$ 50.92	\$ 51.30	\$ 51.70	\$ 52.21	\$ 52.73	\$ 53.65	\$ 54.06	\$ 54.46	\$ 54.87	\$ 55.29	\$ 56.38	\$ 56.95	\$ 58.37
Sr Registered Nurse-PublicHlth	\$ -	\$ 42.01	\$ 42.31	\$ 42.64	\$ 42.95	\$ 43.81	\$ 44.14	\$ 44.47	\$ 44.92	\$ 45.37	\$ 46.16	\$ 46.51	\$ 46.86	\$ 47.20	\$ 47.56	\$ 48.51	\$ 49.00	\$ 50.22
Senior Nurse Practitioner	\$ -	\$ 61.73	\$ 61.90	\$ 62.08	\$ 62.25	\$ 62.43	\$ 62.61	\$ 62.79	\$ 62.96	\$ 63.15	\$ 63.32	\$ 63.51	\$ 63.69	\$ 63.87	\$ 64.05	\$ 64.23	\$ 64.42	\$ 65.00
Circulating Operating Room Nrs	\$ -	\$ 44.73	\$ 46.07	\$ 47.46	\$ 48.88	\$ 52.79	\$ 53.32	\$ 53.84	\$ 54.38	\$ 54.93	\$ 56.88	\$ 57.17	\$ 57.45	\$ 57.74	\$ 58.02	\$ 58.77	\$ 59.35	\$ 61.11

GRID TWO: EFFECTIVE APRIL 5, 2020																		
Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	20
Licensed Vocational Nurse	\$ 25.67	\$ 26.18	\$ 26.26	\$ 26.33	\$ 26.41	\$ 26.47	\$ 26.55	\$ 26.63	\$ 26.70	\$ 26.78	\$ 26.86	\$ 26.93	\$ 27.01	\$ 27.09	\$ 27.16	\$ 27.24	\$ 27.32	\$ 27.57
Psychiatric Technician-IPU	\$ 29.61	\$ 30.26	\$ 30.34	\$ 30.43	\$ 30.51	\$ 30.61	\$ 30.69	\$ 30.78	\$ 30.86	\$ 30.96	\$ 31.04	\$ 31.13	\$ 31.23	\$ 31.31	\$ 31.40	\$ 31.49	\$ 31.57	\$ 31.87
Neonatal Nurse Specialist	\$ -	\$ 43.69	\$ 43.81	\$ 43.94	\$ 44.06	\$ 44.19	\$ 44.31	\$ 44.45	\$ 44.57	\$ 44.70	\$ 44.83	\$ 44.95	\$ 45.08	\$ 45.21	\$ 45.34	\$ 45.46	\$ 45.59	\$ 46.01
Nurse Practitioner	\$ 55.75	\$ 56.83	\$ 57.00	\$ 57.16	\$ 57.32	\$ 57.49	\$ 57.65	\$ 57.81	\$ 57.98	\$ 58.14	\$ 58.31	\$ 58.48	\$ 58.64	\$ 58.80	\$ 58.98	\$ 59.14	\$ 59.32	\$ 59.85
Registered Nurse-AmbulatoryCre	\$ -	\$ 40.72	\$ 41.02	\$ 41.33	\$ 41.64	\$ 42.48	\$ 42.79	\$ 43.11	\$ 43.55	\$ 43.98	\$ 44.75	\$ 45.09	\$ 45.42	\$ 45.77	\$ 46.11	\$ 47.03	\$ 47.50	\$ 48.69
Registered Nurse-Mental Health	\$ 41.53	\$ 43.05	\$ 43.37	\$ 43.69	\$ 44.02	\$ 44.90	\$ 45.24	\$ 45.58	\$ 46.03	\$ 46.49	\$ 47.31	\$ 47.66	\$ 48.02	\$ 48.38	\$ 48.74	\$ 49.71	\$ 50.22	\$ 51.47
Registered Nurse-Public Health	\$ 39.02	\$ 40.13	\$ 40.43	\$ 40.74	\$ 41.05	\$ 41.87	\$ 42.17	\$ 42.49	\$ 42.92	\$ 43.34	\$ 44.11	\$ 44.43	\$ 44.77	\$ 45.10	\$ 45.44	\$ 46.35	\$ 46.82	\$ 47.99
Registered Nurse I	\$ 33.02	\$ 34.19	\$ 34.45	\$ 34.71														
Registered Nurse II	\$ -	\$ 40.13	\$ 40.43	\$ 40.74	\$ 41.05	\$ 41.87	\$ 42.17	\$ 42.49	\$ 42.92	\$ 43.34	\$ 44.11	\$ 44.43	\$ 44.77	\$ 45.10	\$ 45.44	\$ 46.35	\$ 46.82	\$ 47.99
Sr Registered Nurse - Amb Care	\$ -	\$ 42.69	\$ 43.00	\$ 43.32	\$ 43.65	\$ 44.52	\$ 44.86	\$ 45.19	\$ 45.65	\$ 46.10	\$ 46.90	\$ 47.25	\$ 47.62	\$ 47.98	\$ 48.33	\$ 49.30	\$ 49.79	\$ 51.04
Sr Registered Nurse-Hospital	\$ -	\$ 43.96	\$ 44.29	\$ 44.62	\$ 44.96	\$ 45.86	\$ 46.21	\$ 46.54	\$ 47.01	\$ 47.48	\$ 48.31	\$ 48.68	\$ 49.05	\$ 49.41	\$ 49.78	\$ 50.77	\$ 51.29	\$ 52.57
Sr Registered Nurse-MentalHlth	\$ -	\$ 45.64	\$ 45.98	\$ 46.33	\$ 46.68	\$ 47.60	\$ 47.97	\$ 48.31	\$ 48.81	\$ 49.29	\$ 50.15	\$ 50.53	\$ 50.91	\$ 51.29	\$ 51.67	\$ 52.71	\$ 53.23	\$ 54.57
Sr Registered Nurse-MH AcuteCr	\$ -	\$ 49.07	\$ 49.43	\$ 49.80	\$ 50.17	\$ 51.18	\$ 51.56	\$ 51.95	\$ 52.47	\$ 52.99	\$ 53.92	\$ 54.33	\$ 54.73	\$ 55.15	\$ 55.56	\$ 56.67	\$ 57.23	\$ 58.67
Sr Registered Nurse-PublicHlth	\$ -	\$ 42.22	\$ 42.52	\$ 42.85	\$ 43.17	\$ 44.03	\$ 44.36	\$ 44.70	\$ 45.14	\$ 45.59	\$ 46.39	\$ 46.74	\$ 47.09	\$ 47.44	\$ 47.80	\$ 48.75	\$ 49.24	\$ 50.47
Senior Nurse Practitioner	\$ -	\$ 62.04	\$ 62.21	\$ 62.39	\$ 62.56	\$ 62.74	\$ 62.93	\$ 63.10	\$ 63.28	\$ 63.47	\$ 63.64	\$ 63.83	\$ 64.00	\$ 64.19	\$ 64.37	\$ 64.55	\$ 64.74	\$ 65.33
Circulating Operating Room Nrs	\$ -	\$ 44.73	\$ 46.07	\$ 47.46	\$ 48.88	\$ 52.79	\$ 53.32	\$ 53.84	\$ 54.38	\$ 54.93	\$ 56.88	\$ 57.17	\$ 57.45	\$ 57.74	\$ 58.02	\$ 58.77	\$ 59.35	\$ 61.11

CNA MOA 2020-2023 WAGE GRIDS  
As Approved by the Board of Supervisors on March 17, 2020

LVN, Techs, NP, SNP, Neonatal	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.90%
OR Surgery Circulating	3.00%	3.00%	3.00%	7.99%	1.00%	1.00%	1.00%	1.00%	3.56%	0.50%	0.50%	0.50%	0.50%	1.28%	1.00%	2.94%
All Other Classifications	0.75%	0.75%	0.75%	2.00%	0.75%	0.75%	1.00%	1.00%	1.75%	0.75%	0.75%	0.75%	0.75%	2.00%	1.00%	2.50%

GRID THREE: EFFECTIVE MARCH 21, 2021

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	20
Licensed Vocational Nurse	\$ 26.31	\$ 26.83	\$ 26.91	\$ 26.99	\$ 27.07	\$ 27.14	\$ 27.22	\$ 27.29	\$ 27.37	\$ 27.45	\$ 27.53	\$ 27.61	\$ 27.69	\$ 27.76	\$ 27.84	\$ 27.92	\$ 28.00	\$ 28.26
Psychiatric Technician-IPU	\$ 30.35	\$ 31.01	\$ 31.10	\$ 31.19	\$ 31.28	\$ 31.37	\$ 31.46	\$ 31.55	\$ 31.64	\$ 31.73	\$ 31.82	\$ 31.91	\$ 32.01	\$ 32.09	\$ 32.19	\$ 32.28	\$ 32.36	\$ 32.66
Neonatal Nurse Specialist	\$ -	\$ 44.78	\$ 44.91	\$ 45.04	\$ 45.16	\$ 45.30	\$ 45.42	\$ 45.56	\$ 45.68	\$ 45.81	\$ 45.95	\$ 46.07	\$ 46.21	\$ 46.34	\$ 46.48	\$ 46.60	\$ 46.73	\$ 47.16
Nurse Practitioner	\$ 57.15	\$ 58.26	\$ 58.42	\$ 58.59	\$ 58.76	\$ 58.92	\$ 59.09	\$ 59.26	\$ 59.43	\$ 59.59	\$ 59.77	\$ 59.94	\$ 60.11	\$ 60.27	\$ 60.45	\$ 60.62	\$ 60.80	\$ 61.35
Registered Nurse-AmbulatoryCre	\$ -	\$ 41.74	\$ 42.05	\$ 42.36	\$ 42.68	\$ 43.54	\$ 43.86	\$ 44.19	\$ 44.64	\$ 45.07	\$ 45.87	\$ 46.22	\$ 46.55	\$ 46.91	\$ 47.26	\$ 48.20	\$ 48.68	\$ 49.90
Registered Nurse-Mental Health	\$ 42.56	\$ 44.12	\$ 44.46	\$ 44.78	\$ 45.12	\$ 46.03	\$ 46.37	\$ 46.72	\$ 47.18	\$ 47.65	\$ 48.49	\$ 48.85	\$ 49.22	\$ 49.59	\$ 49.96	\$ 50.96	\$ 51.47	\$ 52.76
Registered Nurse-Public Health	\$ 40.00	\$ 41.13	\$ 41.44	\$ 41.76	\$ 42.07	\$ 42.91	\$ 43.23	\$ 43.55	\$ 43.99	\$ 44.42	\$ 45.21	\$ 45.55	\$ 45.89	\$ 46.23	\$ 46.58	\$ 47.51	\$ 47.99	\$ 49.19
Registered Nurse I	\$ 33.85	\$ 35.04	\$ 35.31	\$ 35.57														
Registered Nurse II	\$ -	\$ 41.13	\$ 41.44	\$ 41.76	\$ 42.07	\$ 42.91	\$ 43.23	\$ 43.55	\$ 43.99	\$ 44.42	\$ 45.21	\$ 45.55	\$ 45.89	\$ 46.23	\$ 46.58	\$ 47.51	\$ 47.99	\$ 49.19
Sr Registered Nurse - Amb Care	\$ -	\$ 43.75	\$ 44.08	\$ 44.40	\$ 44.74	\$ 45.63	\$ 45.98	\$ 46.32	\$ 46.79	\$ 47.25	\$ 48.08	\$ 48.44	\$ 48.81	\$ 49.18	\$ 49.53	\$ 50.53	\$ 51.04	\$ 52.31
Sr Registered Nurse-Hospital	\$ -	\$ 45.06	\$ 45.40	\$ 45.74	\$ 46.08	\$ 47.00	\$ 47.36	\$ 47.71	\$ 48.19	\$ 48.67	\$ 49.52	\$ 49.89	\$ 50.27	\$ 50.64	\$ 51.02	\$ 52.04	\$ 52.57	\$ 53.88
Sr Registered Nurse-MentalHlth	\$ -	\$ 46.78	\$ 47.13	\$ 47.48	\$ 47.84	\$ 48.79	\$ 49.16	\$ 49.52	\$ 50.03	\$ 50.52	\$ 51.41	\$ 51.80	\$ 52.18	\$ 52.57	\$ 52.96	\$ 54.03	\$ 54.56	\$ 55.93
Sr Registered Nurse-MH AcuteCr	\$ -	\$ 50.30	\$ 50.67	\$ 51.05	\$ 51.43	\$ 52.46	\$ 52.85	\$ 53.25	\$ 53.78	\$ 54.32	\$ 55.27	\$ 55.69	\$ 56.10	\$ 56.53	\$ 56.95	\$ 58.08	\$ 58.67	\$ 60.13
Sr Registered Nurse-PublicHlth	\$ -	\$ 43.27	\$ 43.58	\$ 43.92	\$ 44.25	\$ 45.13	\$ 45.47	\$ 45.81	\$ 46.27	\$ 46.73	\$ 47.55	\$ 47.91	\$ 48.27	\$ 48.63	\$ 49.00	\$ 49.97	\$ 50.48	\$ 51.73
Senior Nurse Practitioner	\$ -	\$ 63.59	\$ 63.77	\$ 63.95	\$ 64.13	\$ 64.31	\$ 64.50	\$ 64.68	\$ 64.86	\$ 65.05	\$ 65.23	\$ 65.42	\$ 65.60	\$ 65.80	\$ 65.98	\$ 66.17	\$ 66.36	\$ 66.96
Circulating Operating Room Nrs	\$ -	\$ 45.85	\$ 47.22	\$ 48.64	\$ 50.10	\$ 54.11	\$ 54.65	\$ 55.19	\$ 55.74	\$ 56.30	\$ 58.31	\$ 58.60	\$ 58.89	\$ 59.18	\$ 59.47	\$ 60.24	\$ 60.84	\$ 62.63

GRID FOUR: EFFECTIVE APRIL 4, 2021

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	20
Licensed Vocational Nurse	\$ 26.50	\$ 27.04	\$ 27.11	\$ 27.19	\$ 27.27	\$ 27.34	\$ 27.42	\$ 27.50	\$ 27.58	\$ 27.66	\$ 27.74	\$ 27.81	\$ 27.89	\$ 27.97	\$ 28.05	\$ 28.13	\$ 28.21	\$ 28.47
Psychiatric Technician-IPU	\$ 30.35	\$ 31.01	\$ 31.10	\$ 31.19	\$ 31.28	\$ 31.37	\$ 31.46	\$ 31.55	\$ 31.64	\$ 31.73	\$ 31.82	\$ 31.91	\$ 32.01	\$ 32.09	\$ 32.19	\$ 32.28	\$ 32.36	\$ 32.66
Neonatal Nurse Specialist	\$ -	\$ 45.12	\$ 45.24	\$ 45.38	\$ 45.50	\$ 45.64	\$ 45.76	\$ 45.90	\$ 46.02	\$ 46.16	\$ 46.29	\$ 46.42	\$ 46.55	\$ 46.69	\$ 46.82	\$ 46.95	\$ 47.08	\$ 47.51
Nurse Practitioner	\$ 57.15	\$ 58.26	\$ 58.42	\$ 58.59	\$ 58.76	\$ 58.92	\$ 59.09	\$ 59.26	\$ 59.43	\$ 59.59	\$ 59.77	\$ 59.94	\$ 60.11	\$ 60.27	\$ 60.45	\$ 60.62	\$ 60.80	\$ 61.35
Registered Nurse-AmbulatoryCre	\$ -	\$ 42.05	\$ 42.36	\$ 42.68	\$ 43.00	\$ 43.87	\$ 44.19	\$ 44.52	\$ 44.97	\$ 45.41	\$ 46.21	\$ 46.56	\$ 46.90	\$ 47.26	\$ 47.61	\$ 48.56	\$ 49.05	\$ 50.28
Registered Nurse-Mental Health	\$ 42.88	\$ 44.45	\$ 44.79	\$ 45.12	\$ 45.46	\$ 46.37	\$ 46.72	\$ 47.07	\$ 47.53	\$ 48.01	\$ 48.86	\$ 49.22	\$ 49.59	\$ 49.96	\$ 50.33	\$ 51.34	\$ 51.86	\$ 53.16
Registered Nurse-Public Health	\$ 40.30	\$ 41.44	\$ 41.76	\$ 42.07	\$ 42.39	\$ 43.23	\$ 43.55	\$ 43.88	\$ 44.32	\$ 44.76	\$ 45.55	\$ 45.89	\$ 46.24	\$ 46.58	\$ 46.93	\$ 47.86	\$ 48.35	\$ 49.56
Registered Nurse I	\$ 33.85	\$ 35.04	\$ 35.31	\$ 35.57														
Registered Nurse II	\$ -	\$ 41.44	\$ 41.76	\$ 42.07	\$ 42.39	\$ 43.23	\$ 43.55	\$ 43.88	\$ 44.32	\$ 44.76	\$ 45.55	\$ 45.89	\$ 46.24	\$ 46.58	\$ 46.93	\$ 47.86	\$ 48.35	\$ 49.56
Sr Registered Nurse - Amb Care	\$ -	\$ 44.08	\$ 44.41	\$ 44.74	\$ 45.07	\$ 45.98	\$ 46.33	\$ 46.67	\$ 47.14	\$ 47.60	\$ 48.44	\$ 48.80	\$ 49.17	\$ 49.54	\$ 49.91	\$ 50.91	\$ 51.42	\$ 52.71
Sr Registered Nurse-Hospital	\$ -	\$ 45.40	\$ 45.74	\$ 46.08	\$ 46.43	\$ 47.35	\$ 47.72	\$ 48.07	\$ 48.55	\$ 49.04	\$ 49.89	\$ 50.27	\$ 50.65	\$ 51.02	\$ 51.41	\$ 52.43	\$ 52.96	\$ 54.29
Sr Registered Nurse-MentalHlth	\$ -	\$ 47.13	\$ 47.48	\$ 47.84	\$ 48.20	\$ 49.16	\$ 49.53	\$ 49.89	\$ 50.40	\$ 50.90	\$ 51.79	\$ 52.19	\$ 52.57	\$ 52.96	\$ 53.36	\$ 54.43	\$ 54.97	\$ 56.35
Sr Registered Nurse-MH AcuteCr	\$ -	\$ 50.67	\$ 51.05	\$ 51.43	\$ 51.81	\$ 52.85	\$ 53.25	\$ 53.65	\$ 54.18	\$ 54.73	\$ 55.69	\$ 56.10	\$ 56.52	\$ 56.95	\$ 57.38	\$ 58.52	\$ 59.11	\$ 60.58
Sr Registered Nurse-PublicHlth	\$ -	\$ 43.60	\$ 43.91	\$ 44.25	\$ 44.58	\$ 45.47	\$ 45.81	\$ 46.16	\$ 46.62	\$ 47.08	\$ 47.91	\$ 48.27	\$ 48.63	\$ 48.99	\$ 49.36	\$ 50.35	\$ 50.85	\$ 52.12
Senior Nurse Practitioner	\$ -	\$ 64.06	\$ 64.25	\$ 64.43	\$ 64.61	\$ 64.79	\$ 64.98	\$ 65.17	\$ 65.35	\$ 65.54	\$ 65.72	\$ 65.92	\$ 66.10	\$ 66.29	\$ 66.47	\$ 66.66	\$ 66.86	\$ 67.46
Circulating Operating Room Nrs	\$ -	\$ 45.85	\$ 47.22	\$ 48.64	\$ 50.10	\$ 54.11	\$ 54.65	\$ 55.19	\$ 55.74	\$ 56.30	\$ 58.31	\$ 58.60	\$ 58.89	\$ 59.18	\$ 59.47	\$ 60.24	\$ 60.84	\$ 62.63



CNA MOA 2020-2023 WAGE GRIDS  
As Approved by the Board of Supervisors on March 17, 2020

LVN, Techs, NP, SNP, Neonatal	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.90%
OR Surgery Circulating	3.00%	3.00%	3.00%	7.99%	1.00%	1.00%	1.00%	1.00%	3.56%	0.50%	0.50%	0.50%	0.50%	1.28%	1.00%	2.94%
All Other Classifications	0.75%	0.75%	0.75%	2.00%	0.75%	0.75%	1.00%	1.00%	1.75%	0.75%	0.75%	0.75%	0.75%	2.00%	1.00%	2.50%

GRID FIVE: EFFECTIVE APRIL 3, 2022

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	20
Licensed Vocational Nurse	\$ 27.17	\$ 27.71	\$ 27.79	\$ 27.87	\$ 27.95	\$ 28.02	\$ 28.10	\$ 28.19	\$ 28.27	\$ 28.35	\$ 28.43	\$ 28.51	\$ 28.59	\$ 28.67	\$ 28.75	\$ 28.83	\$ 28.91	\$ 29.18
Psychiatric Technician-IPU	\$ 31.10	\$ 31.79	\$ 31.88	\$ 31.97	\$ 32.06	\$ 32.16	\$ 32.24	\$ 32.34	\$ 32.43	\$ 32.52	\$ 32.61	\$ 32.71	\$ 32.81	\$ 32.89	\$ 32.99	\$ 33.09	\$ 33.17	\$ 33.48
Neonatal Nurse Specialist	\$ -	\$ 46.25	\$ 46.37	\$ 46.51	\$ 46.64	\$ 46.78	\$ 46.91	\$ 47.05	\$ 47.17	\$ 47.31	\$ 47.45	\$ 47.58	\$ 47.72	\$ 47.86	\$ 47.99	\$ 48.12	\$ 48.26	\$ 48.70
Nurse Practitioner	\$ 58.57	\$ 59.71	\$ 59.88	\$ 60.05	\$ 60.23	\$ 60.40	\$ 60.57	\$ 60.74	\$ 60.91	\$ 61.08	\$ 61.27	\$ 61.44	\$ 61.61	\$ 61.78	\$ 61.96	\$ 62.14	\$ 62.32	\$ 62.88
Registered Nurse-AmbulatoryCre	\$ -	\$ 43.10	\$ 43.42	\$ 43.75	\$ 44.07	\$ 44.96	\$ 45.30	\$ 45.63	\$ 46.10	\$ 46.55	\$ 47.37	\$ 47.73	\$ 48.08	\$ 48.45	\$ 48.80	\$ 49.78	\$ 50.27	\$ 51.53
Registered Nurse-Mental Health	\$ 43.96	\$ 45.56	\$ 45.91	\$ 46.25	\$ 46.59	\$ 47.53	\$ 47.89	\$ 48.25	\$ 48.72	\$ 49.21	\$ 50.08	\$ 50.45	\$ 50.83	\$ 51.21	\$ 51.59	\$ 52.62	\$ 53.15	\$ 54.49
Registered Nurse-Public Health	\$ 41.31	\$ 42.48	\$ 42.80	\$ 43.12	\$ 43.45	\$ 44.32	\$ 44.64	\$ 44.97	\$ 45.43	\$ 45.88	\$ 46.69	\$ 47.03	\$ 47.39	\$ 47.74	\$ 48.10	\$ 49.06	\$ 49.56	\$ 50.79
Registered Nurse I	\$ 34.69	\$ 35.92	\$ 36.19	\$ 36.46														
Registered Nurse II	\$ -	\$ 42.48	\$ 42.80	\$ 43.12	\$ 43.45	\$ 44.32	\$ 44.64	\$ 44.97	\$ 45.43	\$ 45.88	\$ 46.69	\$ 47.03	\$ 47.39	\$ 47.74	\$ 48.10	\$ 49.06	\$ 49.56	\$ 50.79
Sr Registered Nurse - Amb Care	\$ -	\$ 45.18	\$ 45.52	\$ 45.85	\$ 46.20	\$ 47.13	\$ 47.49	\$ 47.83	\$ 48.32	\$ 48.79	\$ 49.65	\$ 50.02	\$ 50.40	\$ 50.78	\$ 51.15	\$ 52.18	\$ 52.70	\$ 54.02
Sr Registered Nurse-Hospital	\$ -	\$ 46.54	\$ 46.88	\$ 47.23	\$ 47.59	\$ 48.54	\$ 48.91	\$ 49.27	\$ 49.76	\$ 50.26	\$ 51.14	\$ 51.52	\$ 51.92	\$ 52.30	\$ 52.69	\$ 53.74	\$ 54.29	\$ 55.64
Sr Registered Nurse-MentalHlth	\$ -	\$ 48.31	\$ 48.67	\$ 49.04	\$ 49.41	\$ 50.39	\$ 50.77	\$ 51.14	\$ 51.66	\$ 52.17	\$ 53.09	\$ 53.49	\$ 53.88	\$ 54.29	\$ 54.69	\$ 55.79	\$ 56.35	\$ 57.76
Sr Registered Nurse-MH AcuteCr	\$ -	\$ 51.94	\$ 52.32	\$ 52.72	\$ 53.11	\$ 54.17	\$ 54.58	\$ 54.99	\$ 55.54	\$ 56.09	\$ 57.08	\$ 57.51	\$ 57.93	\$ 58.37	\$ 58.81	\$ 59.98	\$ 60.58	\$ 62.10
Sr Registered Nurse-PublicHlth	\$ -	\$ 44.69	\$ 45.01	\$ 45.36	\$ 45.69	\$ 46.61	\$ 46.95	\$ 47.31	\$ 47.79	\$ 48.26	\$ 49.11	\$ 49.48	\$ 49.85	\$ 50.22	\$ 50.60	\$ 51.60	\$ 52.13	\$ 53.42
Senior Nurse Practitioner	\$ -	\$ 65.67	\$ 65.85	\$ 66.04	\$ 66.22	\$ 66.41	\$ 66.61	\$ 66.79	\$ 66.98	\$ 67.18	\$ 67.36	\$ 67.56	\$ 67.75	\$ 67.95	\$ 68.13	\$ 68.33	\$ 68.53	\$ 69.15
Circulating Operating Room Nrs	\$ -	\$ 47.00	\$ 48.41	\$ 49.86	\$ 51.36	\$ 55.46	\$ 56.01	\$ 56.57	\$ 57.13	\$ 57.71	\$ 59.76	\$ 60.06	\$ 60.36	\$ 60.66	\$ 60.96	\$ 61.75	\$ 62.36	\$ 64.20

GRID SIX: EFFECTIVE APRIL 17, 2022

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	20
Licensed Vocational Nurse	\$ 27.37	\$ 27.92	\$ 28.00	\$ 28.08	\$ 28.16	\$ 28.23	\$ 28.32	\$ 28.40	\$ 28.48	\$ 28.56	\$ 28.64	\$ 28.72	\$ 28.81	\$ 28.89	\$ 28.97	\$ 29.05	\$ 29.13	\$ 29.40
Psychiatric Technician-IPU	\$ 31.10	\$ 31.79	\$ 31.88	\$ 31.97	\$ 32.06	\$ 32.16	\$ 32.24	\$ 32.34	\$ 32.43	\$ 32.52	\$ 32.61	\$ 32.71	\$ 32.81	\$ 32.89	\$ 32.99	\$ 33.09	\$ 33.17	\$ 33.48
Neonatal Nurse Specialist	\$ -	\$ 46.59	\$ 46.72	\$ 46.86	\$ 46.99	\$ 47.13	\$ 47.26	\$ 47.40	\$ 47.53	\$ 47.67	\$ 47.81	\$ 47.93	\$ 48.07	\$ 48.21	\$ 48.35	\$ 48.48	\$ 48.62	\$ 49.07
Nurse Practitioner	\$ 58.57	\$ 59.71	\$ 59.88	\$ 60.05	\$ 60.23	\$ 60.40	\$ 60.57	\$ 60.74	\$ 60.91	\$ 61.08	\$ 61.27	\$ 61.44	\$ 61.61	\$ 61.78	\$ 61.96	\$ 62.14	\$ 62.32	\$ 62.88
Registered Nurse-AmbulatoryCre	\$ -	\$ 43.42	\$ 43.75	\$ 44.08	\$ 44.40	\$ 45.30	\$ 45.64	\$ 45.98	\$ 46.44	\$ 46.90	\$ 47.72	\$ 48.09	\$ 48.44	\$ 48.81	\$ 49.17	\$ 50.15	\$ 50.65	\$ 51.92
Registered Nurse-Mental Health	\$ 44.29	\$ 45.91	\$ 46.26	\$ 46.59	\$ 46.94	\$ 47.89	\$ 48.25	\$ 48.61	\$ 49.09	\$ 49.58	\$ 50.45	\$ 50.83	\$ 51.21	\$ 51.60	\$ 51.98	\$ 53.02	\$ 53.55	\$ 54.89
Registered Nurse-Public Health	\$ 41.62	\$ 42.79	\$ 43.12	\$ 43.45	\$ 43.77	\$ 44.65	\$ 44.97	\$ 45.31	\$ 45.77	\$ 46.22	\$ 47.04	\$ 47.39	\$ 47.75	\$ 48.10	\$ 48.46	\$ 49.43	\$ 49.93	\$ 51.18
Registered Nurse I	\$ 34.69	\$ 35.92	\$ 36.19	\$ 36.46														
Registered Nurse II	\$ -	\$ 42.79	\$ 43.12	\$ 43.45	\$ 43.77	\$ 44.65	\$ 44.97	\$ 45.31	\$ 45.77	\$ 46.22	\$ 47.04	\$ 47.39	\$ 47.75	\$ 48.10	\$ 48.46	\$ 49.43	\$ 49.93	\$ 51.18
Sr Registered Nurse - Amb Care	\$ -	\$ 45.52	\$ 45.86	\$ 46.20	\$ 46.55	\$ 47.48	\$ 47.84	\$ 48.19	\$ 48.68	\$ 49.16	\$ 50.02	\$ 50.39	\$ 50.78	\$ 51.16	\$ 51.54	\$ 52.57	\$ 53.10	\$ 54.43
Sr Registered Nurse-Hospital	\$ -	\$ 46.89	\$ 47.24	\$ 47.59	\$ 47.95	\$ 48.90	\$ 49.28	\$ 49.64	\$ 50.14	\$ 50.64	\$ 51.53	\$ 51.91	\$ 52.31	\$ 52.69	\$ 53.09	\$ 54.15	\$ 54.70	\$ 56.06
Sr Registered Nurse-MentalHlth	\$ -	\$ 48.67	\$ 49.03	\$ 49.40	\$ 49.78	\$ 50.77	\$ 51.15	\$ 51.53	\$ 52.05	\$ 52.56	\$ 53.48	\$ 53.89	\$ 54.29	\$ 54.70	\$ 55.10	\$ 56.21	\$ 56.77	\$ 58.19
Sr Registered Nurse-MH AcuteCr	\$ -	\$ 52.33	\$ 52.71	\$ 53.11	\$ 53.51	\$ 54.58	\$ 54.99	\$ 55.41	\$ 55.95	\$ 56.51	\$ 57.51	\$ 57.94	\$ 58.37	\$ 58.81	\$ 59.25	\$ 60.43	\$ 61.04	\$ 62.56
Sr Registered Nurse-PublicHlth	\$ -	\$ 45.02	\$ 45.35	\$ 45.70	\$ 46.03	\$ 46.96	\$ 47.31	\$ 47.67	\$ 48.14	\$ 48.62	\$ 49.47	\$ 49.85	\$ 50.22	\$ 50.59	\$ 50.98	\$ 51.99	\$ 52.52	\$ 53.82
Senior Nurse Practitioner	\$ -	\$ 66.16	\$ 66.35	\$ 66.53	\$ 66.72	\$ 66.91	\$ 67.11	\$ 67.30	\$ 67.48	\$ 67.68	\$ 67.87	\$ 68.07	\$ 68.26	\$ 68.46	\$ 68.64	\$ 68.84	\$ 69.04	\$ 69.67
Circulating Operating Room Nrs	\$ -	\$ 47.00	\$ 48.41	\$ 49.86	\$ 51.36	\$ 55.46	\$ 56.01	\$ 56.57	\$ 57.13	\$ 57.71	\$ 59.76	\$ 60.06	\$ 60.36	\$ 60.66	\$ 60.96	\$ 61.75	\$ 62.36	\$ 64.20